

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 63	
2. Amendment/Modification No. P00073		3. Effective Date 2003NOV06		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ALEA KAREN ILER (586)574-7157 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ILERK@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CENTRAL PENNSYLVANIA- HERCULES AND BRADLEY TEAMS P.O. BOX 15512 YORK PA 17405-1512		Code S4201A	
				SCD B PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) UNITED DEFENSE, L.P. GROUND SYSTEMS DIVISION 1100 BAIRS ROAD PO BOX 15512 YORK, PA. 17405-1512 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-C-M016	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2001MAY02	
Code 06085		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.		The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual agreement of both parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2004JAN31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VITO ZUCCARO ZUCCAROV@TACOM.ARMY.MIL (586)574-7076			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____/SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003NOV06	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 63
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00073	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.			

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification P00073 to Contract DAAE07-01-C-M016 is to add a total of 63 FY03 Operation Desert Storm (ODS) vehicles as follows:

Quantity	Noun	CLIN	Amount
10	M2A2 ODS	3008AA	\$ 5,764,980.50
27	M2A2 ODS	3013AA	\$15,565,447.35
26	M3A2 ODS	3014AA	\$15,208,478.22
Lot	Combat ASL Spares	3015AA	\$ 312,972.67
TOTAL:			\$36,851,878.74

2. The following Combat ASL Spares will be added to the contract as Exhibit H: FY03 ODS Combat ASL:

ELIN	Part Number	Description	Quantity	Unit Price	Total Price
H001	13492500-1	BELRF	16	1,309.66	\$ 20,954.55*
H002	12328964-R5	TDB	8	13,605.67	108,845.37
H003	12328513-1R5	VDB	8	5,507.10	44,056.83
H004	12462682	Generators	20	3,513.35	70,267.06
H005	12386427	Univ. Regulator	8	1,147.65	9,181.23
H006	12446333	Elec. Assy	8	7,458.45	59,667.62
TOTAL:					\$312,972.67

*The \$20,954.55 cost of BELRF is a material handling charge only in anticipation of BELRFs being provided to the Contractor as GFM. If BELRF is not provided as GFM, this cost will be removed.

3. Section B, will be revised to add CLINS 3008AA, 3013AA, 3014AA, 3015AA, in the amount specified in paragraph 1. above.

4. Section C is changed as follows:

- a. Paragraph C.4.1: Add a quantity of 63 A2 vehicles for a total of 452.
- b. Change paragraph C.12.3.1 to read: Technical data generated for this contract shall be adequate for competitive acquisition. Any changes developed under this contract shall include all activities through incorporation of changes into the drawing package. Deliveries of any drawings/TDPs shall be paid by the contract under which the change was generated. All new drawings shall be prepared as Computer Aided Design (CAD) drawings.
- c. Change the date in paragraph C.12.4.c to 4 September 2003.
- d. Change the date in paragraph C.12.4.g to 4 September 2003.
- e. Add paragraph C.14.6 to read: FY02 kits listed in Exhibit B will be DD250'd, less hardware, and remain at supplier's until required with a withhold of \$51,000. The contractor may bill for this withhold after vehicle deliveries.
- f. Add paragraph C.16.4 to read: Components listed in Exhibit B used in the build of FY03 ODS vehicles are exempted from GFM reporting and tracking.
- g. Add paragraph C.20.6 to read: Cummins 600HP Remanufactured Engines, P/N: 12358911-1R (NSN: 2815-01-423-0929) awarded under Modification P00058 of the Multi-year Corporate Contract DAAE07-01-C-M016 will be handled as Government Owned Material. This material will be identified in both the proposal and BOMs as Government Owned Material and will have material handling applied. Since this material was purchased by UDLP, it will be treated as purchased material and any latent defect found during production will be handled through the normal NCR process and will not be dispositioned on a PQDR.
- h. Add paragraph C.21.4 to read: The remanufactured transmission price reflects the existing process, which is currently under a joint review. The contractor shall be allowed to submit an adjustment proposal reflecting the revised process/scope of work once it is adopted. The Transmission issue should be resolved by year end 2003.
- i. Change paragraph C.26.4 to read: This paragraph is not applicable to MLRS vehicles and FY03 ODS vehicles.
- j. Change first sentence in paragraph C.50.1 to read: M2A2 ODS vehicles shall be torn down and remanufactured in accordance

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 3 of 63
---------------------------	---	----------------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

with RM87T0004-R3 for vehicles built from M2A2 to M2A2 ODS, and RM87T004-R5 for vehicles built from A2 to A2 ODS, and the Specifications for ODS vehicles 19207-12462459, dated July 14, 2000.

k. Change first sentence of paragraph C.50.2 to read: M3A2 ODS vehicles shall be remanufactured in accordance with RM87T0005-R3 for vehicles built from M2A2 to M2A2 ODS and RM87T0005-R5 for vehicles built from A2 to A2 ODS, and the Specifications for ODS vehicles 19207-12462459, dated July 14, 2000.

l. Add paragraph C.50.2.2 to read: Used Government-owned Turret Drive Systems (TDS) shall be provided to the Contractor for remanufacture. They are located at the contractor's Fayette County site. The Contractor shall be responsible for shipment of the TDS.

m. Add paragraph C.50.2.3 to read: Turret Drive System. The Contractor shall remanufacture the government owned Turret Drive Systems. The Turret Drive Systems shall be remanufactured into the ODS TDS configuration in accordance with the BRADLEY VEHICLE TURRET DRIVE REMANUFACTURE PROGRAM M2A2 to M2A2 ODS Remanufacture Document #328A5291 Rev W created by General Dynamics. A copy of this document is in the possession of both parties.

n. Add paragraph C.50.3 to read: The remanufactured turret drive price reflects the existing process, but this process is planned to undergo a joint review. The contractor shall be allowed to submit an adjustment proposal reflecting the revised process/scope of work once it is adopted. The Turret Drive issue should be resolved by March 2004.

o. Change the table under paragraph C.52.1, to delete the columns entitled "Montana QTY", "Korea QTY", and "Fort Benning, GA, QTY".

p. Add paragraph C.52.3 to read: The kits listed in Exhibit B with destination "York" shall be incorporated into the FY03 ODS vehicle build to the maximum extent possible.

q. Add paragraph C.70.7: List of Combat ASL parts being replaced under this contract:

<u>Item</u>	<u>Part Number</u>	<u>Quantity</u>
BELRF	13492500-1	16 (GFM)
VDB	12328513-1	8
TDB	12328964	8
Generators	12462682	20
Universal Regulators	12386427	8
Electronic Assembly	12446333	8

5. Section F, add paragraphs F.15.4 and F.15.5 as follows:

F.15.4 Program Year Three fielding schedule - 63 vehicles (37 M2A2 ODS, 26 M3A2 ODS)

<u>Quantity</u>	<u>Configuration</u>	<u>Customer</u>	<u>Unit/Test</u>	<u>Hand-Off Date</u>
5	M2A2 ODS	Mississippi NG	OMNET	31 January 2005
15	M2A2 ODS	Mississippi NG	OPNET	28 February 2005
15	M2A2 ODS	Mississippi NG	OPNET	31 March 2005
13	M3A2 ODS	Mississippi NG	OPNET	30 April 2005
2	M2A2 ODS	Louisiana NG	OMNET/OPNET	31 August 2005
13	M3A2 ODS	Louisiana NG	OMNET/OPNET	31 August 2005

FPT vehicle needed by October 2004

F.15.5 The parties agree that in the event the Government requests to delay the vehicle fielding schedule hand-off dates from those established in paragraph F.15.4, the Contractor shall be permitted to present vehicles for DD250 acceptance at the original contractual fielding hand-off dates or at anytime prior to actual vehicle hand-off with the following exception: presentation of a vehicle for DD250 ahead of the revised hand-off date will be made only when the revised hand-off date shift outside the quarter of the original fielding hand-off date. Delays in fielding meeting these conditions provide for presentation of the vehicles for DD250 acceptance may occur either at the York manufacturing site or the hand-off destinaion, or other mutually agreed upon location. The Contractor will withhold \$15,000 for deprocessing on the DD250 billing invoice until such time as deprocessing, in accordance with C.14 HANDOFF REQUIREMENTS, has been completed to the satisfaction of the Government. Once vehicle hand-off has been accomplished, the Contractor shall be entitled to liquidate the outstanding balance of the vehicle unit price, deprocessing withheld amount and any outstanding withheld amounts that have been cleared to the Government's satisfaction. Delays in fieldings shall also result in a charge of \$1,000 per month per vehicle for slippages greater than one month. Although vehicles may be DD250'd earlier than the fielding date, the Contractor remains liable for the vehicles until the fielding date.

6. Section G, add paragraph G.4.1 as follows: The contractor shall bill and the Government shall pay, upon the award of contract

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 4 of 63
---------------------------	---	----------------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

modification P00073, for the ASL Combat Spares listed in Exhibit H, CLIN 3015AA. The total billing for this CLIN shall be \$312,972.67. The ACO will approve the invoice evidenced by signature. This billing will be separate from the performance based payment billings and shall be paid, without supporting documentation for purposes of verification, at 100% of the invoice amount.

7. Section H: Add the following:

H.39 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY

Part Number	Description	Vendor
30) 12350934-F	Forging, Cover	Canada Forgings, Inc.
31) 264X13031X5000	Bearing, Roller	SKF USA
32) 12297950	Bearing, Pair	SKF USA
33) 12308476	Journal Assembly	Dana Corporation
34) 05-2-3443	Spider and Bearing	Dana Corporation

H.78 MATERIAL ADJUSTMENTS - FY03 ODS, MODIFICATION P00073

H.78.1 The prices for the major components specified below in paragraph H.78.2 are based on Not To Exceed (NTE) subcontractor pricing with General Dynamics Land Systems (GDLS), Raytheon, and ATK.

H.78.2 The NTE subcontractor prices are set forth below for the FY03 ODS vehicles:

Item	Part Number	Quantity	Subcontractor	NTE Unit Price	Total Price
25mm Gun	12524600ENH-R	63	ATK	\$25,355	\$1,597,365
Transmission	12446500RX	30	GDLS	\$11,695	350,854
Transmission	12446500RX	20	GDLS	\$29,875	597,500
Transmission	12446500RX	13	GDLS	\$62,688	814,944
Shift Tower	12446242	20	GDLS	\$ 2,793	55,860
Shift Tower	12446242	13	GDLS	\$ 2,793	36,309
Elec Assy	12446333	20	GDLS	\$ 5,601	112,020
Elec Assy	12446333	13	GDLS	\$ 5,601	72,813
Cable	12446205	20	GDLS	\$ 772	15,440
Cable	12446205	13	GDLS	\$ 772	10,036
Gunner's Handstation	12900571-R	50	GDLS	\$ 2,475	123,750
Gunner's Handstation	12900571-R	13	GDLS	\$ 3,280	42,640
Commander's Handstation	12900572-R	50	GDLS	\$ 2,475	123,750
Commander's Handstation	12900572-R	13	GDLS	\$ 2,295	29,835

The item below reflects the NTE subcontractor price set forth for the ASL Combat Spares:

Elec Assy	12446333	8	GDLS	\$ 5,601	44,808
-----------	----------	---	------	----------	--------

H.78.2.1 The Contract prices for the vehicles and major components referenced in H.78.2 shall be adjusted to reflect any reduction negotiated to the NTE subcontract price. The difference between the reduction in the NTE subcontract price and the respective final negotiated subcontract prices shall be subtracted from the appropriate vehicle prices in the prime contract.

H.78.2.2 The Contractor shall submit a proposal for a downward adjustment of the aforementioned interim subcontract prices within 90 days after award of Modification P00073. A bilateral modification shall be executed incorporating the impact of any price reduction into appropriate areas of the Contract. The Government shall reimburse the Contractor the costs and fee for fact finding, negotiating and definitizing the subcontractor proposals assigned with H.78.2 and the total settlement amount will be less than the ceiling amount.

H.78.3 If agreements on definitive subcontract prices are not reached between the Contractor and its subcontractor, or if the Contractor and the Government do not reach an agreement on final prices to replace the above NTE subcontract prices by 31 January 2004 or such other period as may be agreed to by the Contracting Officer, the Contracting Officer has the right to determine a reasonable final price for the above described subcontract, for the purpose of determining the final adjustment due under this special provision is subject to appeal by the Contractor, pursuant to the clause of this contract entitled "Disputes".

8. This modification incorporates the waiver for Certified Cost and Pricing Data for the FY03 ODS production buy. This will be incorporated through Seciton A of the contract. Proper approval for the waiver has been received and was approved by the Commanding General of TACOM. Below is the list of items for which the waiver was received:

Nomenclature	Part Number	Qty	Unit Price	Total Price
--------------	-------------	-----	------------	-------------

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 5 of 63
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00073	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.			

Traverse Drive	12292342-R	60	\$6,408.00	\$384,480.00
Gun Elevation	12317196-R	60	6,659.00	399,540.00
Tow Lift Mechanism	12292580-R	60	8,858.00	531,480.00
Tow Elevation Drive	12292344-R	60	7,028.00	421,680.00
Gun Gyro	12292348-R	60	5,890.00	353,400.00
Hull Gyro	12292349-R	60	1,895.00	113,700.00
Cable	12292803-1R	60	29.00	1,740.00
Cable	12292803-4R	48	29.00	1,392.00
Cable	12292803-5R	57	29.00	1,653.00
Cable	12292803-6R	57	29.00	1,653.00
Cable	12292803-7R	60	29.00	1,740.00
Cable	12292803-8R	60	29.00	1,740.00
Cable	12292803-11R	59	29.00	1,711.00
Cable	12292803-12	60	29.00	1,740.00
ESIP		60	3,540.00	212,400.00

GRAND TOTAL: \$2,430,049.00

9. This Modification also definitizes the Not-to-Exceed ceiling price of \$7,860,000.00 agreed between United Defense, L.P. and the Government executed on Contract DAAE07-01-C-M016, Modification P00057, dated 12 June 2003. Modification P00057 allowed UDLP to begin the procurement process for supplying 10 M2A2 ODS vehicles to the Mississippi and Louisiana National Guards. This contract modification P00073 establishes the final agreed upon price.

10. The total negotiated amount for the 10 M2A2 ODS vehicles, as agreed upon by the parties is \$5,764,980.50. The additional amount being obligated for CLIN 3008AA is \$1,834,980.50. The following summarizes the dollar amount pertaining to this effort:

Negotiated Settlement, M2A2 ODS Vehicles, CLIN 3008AA:	\$5,764,980.50
Amount Obligated, Modification P00057, CLIN 3008AA:	3,930,000.00
Additional amount obligated by this modification:	1,834,980.50

11. This supplemental agreement, contract Modification P00073 is entered into by and between the Government and United Defense, L.P. (the Contractor). This modification is entered into pursuant to General Provision I-62 entitled "Changes-Fixed Price (FAR 52.243-1)."

12. The Contractor is not authorized to make expenditures or incur obligations which exceed the total funding obligated amount specified in paragraph 8 above.

13. This definitization action is within the previously established parameters of 180 days after issue of Contract Modification P00057, or on the date the amount of funds obligated under this contract action exceed 75% of the NTE ceiling price.

14. Section B, CLIN 3008AA will be revised to reflect the increased funding of \$1,834,980.50. The total CLIN amount of \$5,764,980.50 is equal to the definitized amount noted in paragraph 8 above.

15. Additionally, as settlement of this FY03 ODS negotiation UDLP has agreed to withdraw proposal QR# YBFS2-103-A5 for the out of scope work to paint eighteen (18) M7 BFIST vehicles 383 green paint with camouflage pattern in accordance with drawing 12367430 in the amount of \$126,175.00. UDLP has also agreed not to submit a proposal for \$171,000 for delayed fielding of 19 BFIST vehicles. The above two issues are considered to be closed.

16. Except as specified, all terms and conditions remain in full force and effect.

17. As a result of this modification, the total contract price is increased by \$32,921,878.74 from \$780,026,565.54 to \$812,948,444.28.

*** END OF NARRATIVE A 076 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 6 of 63
--------------------	--	--------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>10</p> <p>NOUN: M2A2 ODS PRON: 7230720V72 PRON AMD: 03 ACRN: AS AMS CD: 31102897002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W80KTY3135D001 Y00000 M 1 PROJ CD BRK BLK PT GBB DEL REL CD QUANTITY DEL DATE 001 10 31-MAR-2005 002 DELETED 003 DELETED FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	10	EA	\$ 576,498.05000	\$ 5,764,980.50
3013	<p>NSN: 2350-01-405-9886 FSCM: 19207 PART NR: 87T0004 SECURITY CLASS: Unclassified</p>				
3013AA	<p><u>PRODUCTION QUANTITY</u></p> <p>27</p> <p>NOUN: M2A2 ODS PRON: 7230930V72 PRON AMD: 01 ACRN: AS AMS CD: 31102897002</p> <p><u>Packaging and Marking</u></p>	27	EA	\$ 576,498.05000	\$ 15,565,447.35

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 7 of 63
--------------------	--	--------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W80KTY3267D001 W35KT7 M 1 <u>PROJ CD BRK BLK PT</u> GBB <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 31-AUG-2005 002 5 31-JAN-2005 003 15 28-FEB-2005 004 5 31-MAR-2005 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W35KT7) PRF0106 CS BN AUG MATES BLDG 6800 15TH STREET CAMP SHELBY MS 39407-5500				
3014	NSN: 2350-01-405-9887 FSCM: 19207 PART NR: 87T0005 SECURITY CLASS: Unclassified				
3014AA	<u>PRODUCTION QUANTITY</u> NOUN: M3A2 ODS PRON: 723094OV72 PRON AMD: 01 ACRN: AS AMS CD: 31102897002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	26	EA	\$ 584,941.47000	\$ 15,208,478.22

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 8 of 63
--------------------	--	--------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W80KTY3267D002 W35KT7 M 1 PROJ CD BRK BLK PT GBB DEL REL CD QUANTITY DEL DATE 001 13 30-APR-2005 002 13 31-AUG-2005 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (W35KT7) PRF0106 CS BN AUG MATES BLDG 6800 15TH STREET CAMP SHELBY MS 39407-5500				
3015	NSN: 0000-00-000-0000 FSCM: 00000 PART NR: 00000 SECURITY CLASS: Unclassified				
3015AA	<u>PRODUCTION QUANTITY</u> NOUN: ASL REPLACEMENT PRON: 723SPR0372 PRON AMD: 01 ACRN: AW AMS CD: 33104540047 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W80KTY3267D003 CK0P12 M 1 PROJ CD BRK BLK PT GBB DEL REL CD QUANTITY DEL DATE 001 1 31-JAN-2005 FOB POINT: Origin	1	LO	\$ 312,972.67000	\$ 312,972.67

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN DAAE07-01-C-M016 **MOD/AMD** P00073

Page 9 of 63

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: <u>PARCEL POST ADDRESS</u> (CK0P12) XR UNITED DEFENSE L P GROUND SYSTEMS DIVISON 1100 BAIRS RD PO BOX 15512 YORK PA 17405-1512				

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 10 of 63
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00073	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.			

B.1.1.CLIN STRUCTURE

B.1.1.1 The Contract Line Item Numbers (CLINs) for the contract are structured as follows:

PROGRAM YEAR ONE		
CLIN	QUANTITY	CONFIGURATION
1001	83 Each	M2A3
1002		Reserved - Block Mod 1
1003		Reserved - Block Mod 2
1004		Reserved - Miscellaneous Changes/ECP
1005	26 Each	M3A3
1006		Reserved - Block Mod 1
1007		Reserved - Block Mod 2
1008		Economic Order Quantity, PY2 and PY3
1009	1 Lot	Refurbishment of test vehicles
1010	NSP	M2A3 / M3A3 Data
1011	13 Each	M2A2 ODS
1012		Reserved
1013		Reserved
1014		Reserved
1015	35 Each	M2A2 ODS (Option)
1015AB	35 Each	M2A2 ODS Option Exercised
1016		Reserved
1017		Reserved
1018		Reserved
1019	1 Lot	Refurb of A2 ODS Test veh (Option)
1020	NSP	M2A ODS Data
1021	19 Each	MLRS A0 Carrier
1022	10 Each	MLRS A1 Carrier with Unique Materials and ESIP Requirements
1023	10 Each	MLRS IEDB Kits - Korea
1024	NSP	MLRS Data
1025	121 Each	ODS Applique Kit 57K1589
1026	58 Each	ODS-E Applique Kit S57K1594

PROGRAM YEAR TWO		
CLIN	QUANTITY	CONFIGURATION
2001	44 Each	M2A3
2002		Reserved - Block Mod 1
2003		Reserved - Block Mod 2
2004		Reserved
2005	98 Each	M3A3
2006		Reserved - Block Mod 1
2007		Reserved - Block Mod 2
2008	56 Each	A3 BFIST
2009	1 Lot	Refurbishment of test vehicles (option)
2010		Reserved
2011		Reserved
2012		Reserved
2013		Reserved
2014		Reserved
2015	33 VEHICLES+KITS	ODS Vehicles and Kits (2015AA, 2015AB, 2015, AC,2015AD)
2016		Reserved
2017		Reserved
2018		Reserved
2019		Reserved
2020		Reserved
2021	26 Each	M993 MLRS A0 Carrier
2022		MLRS O-Ring Drawings
2023		Reserved
2024		Reserved
2025		Reserved
2026	58 Each	ODS-E Applique Kit SK57K1594 (option)
2027	36 Each	M6 Applique Kit 57K1588 (option)
2028	9 Each	MUA Applique Kit 57K1587 (option)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 11 of 63
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00073	

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

2029	44 Each	M7 Applique Kit SK57K1593 (option)
2030	11 Each	Bradley Advanced Training System (BATS) Gunnery
2031	1 Lot	Replenishment of FY99 Spares

PROGRAM YEAR THREE

CLIN	QUANTITY	CONFIGURATION
3001	35 Each	M2A3
3002		Reserved - Block Mod 1
3003		Reserved - Block Mod 2
3004		A3/A2/ODS ASL DEVERSION
3005	103 Each	M3A3
3006		Reserved - Block Mod 1
3007		Reserved - Block Mod 2
3008	10 Each	M2A2 ODS
3009	1 Lot	Refurbishment of test vehicles (option)
3010		146 REMAN 600 HP ENGINES
3011	1 lot	Shipping of 123 engines in containers and 69 containers
3012	9 Each	A3 BFIST
3013	27 Each	M2A2 ODS
3014	26 Each	M3A2 ODS
3015	1 Lot	Combat ASL
3016		Reserved
3017		Reserved
3018		Reserved
3019		Reserved
3020		Reserved
3021		Reserved
3022		Reserved
3023		Reserved
3024		Reserved
3025	128 Each	ODS Applique Kit 57K1589 (option)
3026	64 Each	ODS-E Applique Kit SK57K1594 (option)
3027		Reserved
3028		MLRS KITS, 3028AA, 3028AB, 3028AC(option), 3028AD, 3028AE
3029	28 Each	M7 Applique Kit SK57K1593 (option)
3030	2 Each	BATS Spare Ensemble Image Generators for Fort Knox (OPTION)
3031	1 Lot	BATS Spare Parts Packet for Fort Knox (OPTION)

B.2 APPLICABILITY OF FEDERAL RETAILERS EXCISE TAX

B.2.1 Federal Retailers Excise Tax (FRET) does not apply to the items under this contract. FRET is therefore not to be included in the price set forth in this Section.

B.3 PERFORMANCE BASED PAYMENTS

B.3.1 This contract provides for Government financing to the Contractor in the form of Performance Based Payments. Payment events and success criteria necessary to make payments in accordance with the provisions of FAR 32.1000, Performance-Based Payments and FAR 52.232-32, are specified elsewhere in this contract at H.35 Performance Based Payments.

B.3.2 Performance Payments: Detailed procedures for performance based payments will be mutually developed and agreed to between the Contractor and the Administrative Contracting Officer. That agreement will be documented by a Contractor Performance Billing Procedure and will, as a minimum, define a procedure that identifies performance billings to the Contract's ACRN level by each item.

B.3.3 Liquidation: The final event is DD form 250 acceptance by the Government and will constitute the final 10% of the CLIN price and any withholds, if applicable. This event will liquidate previous performance payments (maximum 90% of CLIN value) against each vehicle delivered. If no performance payments have been made, the Contractor is entitled to 100% payment of that vehicle at time of final DD form 250 acceptance by the Government.

B.3.4 Performance Delays: Except for an adjustment for Default, delay in delivery attributed to such events as (acts of nature, war, strike, etc.) may result in an adjustment to the affected portion of work but shall not cause interruption of otherwise eligible performance based payments and shall not become a basis for recovery of previously, properly disbursed performed based payments. All other delays shall be administered in accordance with FAR 32.1007 or the changes provision of this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 12 of 63
---------------------------	---	----------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

B.3.5 Performance Payment Adjustments: Performance events, amounts and success criteria may be adjusted by mutual agreement on an on-going basis if a contract action or the Contractor's performance has significantly affected the performance payment schedule. Except for an adjustment for default, adjustments under this provision shall not become the basis for recovery of previously, properly disbursed performance based payments.

B.4 INVOICES

The contractor shall submit invoices to the following address:

DFAS-Columbus Center
DFAS/CO-North Entitlement Operations
P.O. Box 182266
Columbus, OH 43218-2351

B.5 REMITTANCE ADDRESS

The following remittance address is established for all monies due under this contract:

United Defense, L.P.
Ground Systems Division
Post Office Box 99405
Chicago, IL 60693-9405

B.6 ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

B.6.1 The contract price includes costs for Contractor compliance, with all applicable Federal, State, and Local Environmental, Health and Safety laws, rules, regulations, guidelines, standards, limitations, conditions, orders, controls, prohibitions and other requirements (all of which are hereinafter referred to as requirements) which affect the performance of this contract, as of award date, are in effect or scheduled to become effected during the contract term. The contract price does not include any amount for future additional or changed requirements which are not currently established and which may become effective during the term of the contract.

B.6.2 In the event any of the foregoing Contractor compliance requirements are changed (i.e. altered, rescinded, postponed, replaced, or supplemented by new or additional requirements) subsequent to the contract award date, and such changes cause an increase or decrease in the cost of, or time required to perform this contract, such change in cost or time requirement shall constitute the basis for an adjustment of the contract price or delivery schedule, as the case may be, provided the costs of compliance with such changed requirements are allowable and allocable to this contract under the FAR.

B.7 INSTALLATION OF GOVERNMENT FURNISHED MATERIAL and/or PROPERTY

The unit price of any vehicle,training device,or kits acquired under this contract includes all charges for the initial installation of Government furnished items, material or property listed in Attachment 1 of the contract, titled GOVERNMENT FURNISHED ITEMS.

B.8 CONTRACT DATA REQUIREMENTS

The cost for data requirements listed on the contract's DD form 1423, Exhibit A to the contract, are included in the vehicle unit prices.

B.9 OPTION PRICES BY CONFIGURATION

B.9.1 Following are the per unit option prices, by program year.

OPTION ITEM	PROGRAM YEAR ONE per unit price	PROGRAM YEAR TWO per unit price	PROGRAM YEAR THREE per unit price
-------------	------------------------------------	------------------------------------	--------------------------------------

B.9.2 KITS

B.9.2.1 Mod Kit MUA Applique PN 57K1587	None	\$27,727	NONE
B.9.2.2 Mod Kit M6 Applique PN 57K1588	None	\$20,830	NONE
B.9.2.3 Mod Kit ODS Applique PN 57K1589	None	NONE	\$ 68,148
B.9.2.4 Mod Kit BFIST M7 PN SK57K1593	None	\$58,906	\$ 51,554

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 13 of 63
	PIIN/SIIN	MOD/AMD	
	DAAE07-01-C-M016	P00073	

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

B.9.2.5 Mod Kit ODS-E	PN SK57K1594	None	\$50,150	\$ 44,274
B.9.3 PAINT				
B.9.3.1 Tan/Green - BFV		\$ 0.00	\$ 0.00	\$ 0.00
B.9.3.2 Woodland Camouflage - ODS		\$2,342.00	None	None
B.9.4 VEHICLES (Per Unit)				
B.9.4.1 M2A2 ODS		\$828,049	None	None
B.9.4.2 MLRS A0 - Unique Material		\$ 24,697	None	None
B.9.4.3 MLRS A1 - Unique Material/ESIP		\$118,267	None	None
B.9.5 FLEXIBLE FIELDING SCHEDULE (PER VEHICLE) (Only Applies to A3 Vehicles)				
B.9.5.1 Delay one month		\$ 0.00	\$ 0.00	\$ 0.00
B.9.5.2 Delay two-six months		\$ 1,000 per month	\$ 1,000 per month	\$ 1,000 per month
B.9.5.3 Accelerate one month		None	\$ 0.00	\$ 0.00
B.9.5.4 Accelerate one month		None	\$ 0.00	\$ 0.00
B.9.5.5 Accelerate two-three months				
with 12 month notice		None	\$171,000	\$171,000
with 13 month notice		None	\$142,500	\$142,500
with 14 month notice		None	\$114,000	\$114,000
with 15 month notice		None	\$ 85,500	\$ 85,500
with 16 month notice		None	\$ 47,500	\$ 47,500
with 17 month notice		None	\$ 23,750	\$ 23,750
with 18 month notice		None	\$ 14,250	\$ 14,250
19 month or more notice		None	\$ 0.00	\$ 0.00

*** END OF NARRATIVE B 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 14 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 RESERVED

C.2 CONTRACT STRUCTURE

C.2.1 The statement of work for this contract contains requirements for the build of vehicles, kits, and Bradley Advanced Training Systems (BATS). The statement of work is structured so that paragraphs:

- C.1 through C.39 Are general and apply to all vehicles and kits (Except where annotated)
- C.40 through C.49 Are A3 configuration unique
- C.50 through C.59 Are ODS configuration unique
- C.60 through C.69 Are MLRS configuration unique
- C.70 through C.72 Are kits/spare unique
- C.80 Are Bradley Advanced Training Systems (BATS)

C.3 GENERAL REQUIREMENTS

C.3.1 The Contractor shall furnish all supplies and services that are necessary to accomplish this contract for the items set forth in Section B, or elsewhere in the contract. The contractor shall provide all technical support as required to include, but not limited to, assisting manufacturing understanding and interpreting drawings and technical data, Material Review Board actions regarding discrepant materials, liaison with STS Contractor design personnel, and maintaining Technical Data required to manufacture the vehicle systems and equipment under this contract. The Government will provide in a timely manner the materials listed in Attachment 1 - Government Furnished Items, to assist in the build of vehicles, trainers, and kits required under the contract..

C.3.2 The contractor shall provide failure free vehicles through the hand off.

C.3.3 It is recognized that there are A3 performance specification requirements for which full compliance has yet to be demonstrated through vehicle testing, but for which full compliance is anticipated. These include the specification requirements listed below. In the event that subsequent testing, if required, fails to demonstrate full compliance, such requirements shall be addressed in future specification notices, deviations, or waivers. In such cases, the contractor shall not be required to provide any consideration to the Government in exchange for processing and approval of these documents.

- a. 3.1.2.2.5.5.9 Filter Selection
- b. 3.1.2.2.7.3.1.1 Computability Checking
- c. 3.1.2.2.1 External Target Handoff

C.3.4 It is recognized that there are MLRS A0 performance specification requirements for which full compliance has yet to be demonstrated through vehicle testing, but for which full compliance is anticipated. These include the specification requirements listed below. In the event that subsequent testing, if required, fails to demonstrate full compliance, such requirements shall be addressed in future specification notices, deviations, or waivers. In such cases, the contractor shall not be required to provide any consideration to the Government in exchange for processing and approval of these documents.

- a. 3.1.1.2 Cruising Range
- b. 3.1.3.3 Nuclear Survivability
- c. 3.4 - 3.4.5 Electromagnetic Interference/Compatibility (EMI/EMC)

C.3.5 The BATS trainer configuration and contract price are based on the exception to the BATS performance specification listed in section C.80. FM23-1 dated March 1996 will be used in lieu of the April 2001 version. The 25mm and coax misfire procedures shall be as specified in the operator manual and/or Instructor Utilization Handbook (IUH).

C.4 VEHICLE TEARDOWN MIX - STARTING CONFIGURATION

C.4.1 The Government shall provide to the Contractor a mix of A0 or A2 vehicles designated below to be used in the build / remanufacture of Bradley vehicles under this contract. The contractor is allowed to select the most economical means in determining the start configuration of any vehicle delivered under the contract. If the Government exercises options(s) for additional BFV M2ODS vehicles, an A0 vehicle shall be provided as the start configuration.M2A3 vehicles will start with M2 vehicle configurations, M2A2/M3A2 ODS or M3A3 vehicles will start with M3 vehicle configurations.

- A0 vehicles a total of 81
- A2 vehicles a total of 452

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 15 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

C.4.2 This clause is not applicable to MLRS vehicles.

C.5 PAINT REQUIREMENTS

C.5.1 Bradley vehicles delivered under the contract shall be painted Tan 686, unless the parties agree otherwise. Paint requirements are not applicable to BATS.

C.5.2 MLRS / MLRS carriers delivered under the contract shall be painted with a chemical agent resistance coating with a color of 383 green, unless the parties agree otherwise.

C.5.3 External kit parts delivered under the contract shall be painted Tan 686, unless the parties agree otherwise.

C.6 VEHICLE SERIALIZATION REQUIREMENTS

C.6.1 The Contractor shall maintain a vehicle serial numbering system as listed below and in accordance with the Contractor's current practice. The contractor shall provide to the Government the new numbers and their corresponding vehicle when the numbers are assigned. The remanufactured vehicles data plates and the existing vehicle serial number on the flange final drive/horse collar shall be modified accordingly.

- a) M2A3 sequentially beginning with number 2AGR0162Y
- b) M3A3 sequentially beginning with number 3AGR0052Y
- c) M2A2ODS sequentially beginning with number 2ADR0537Y
- d) M3A2ODS sequentially beginning with number 3ADR4026Y
- e) MLRS Sequentially beginning with number 4AA01059
- f) MLRS A1 Sequentially beginning with number 4AA01078 up to 4AA01087
- g) M3A3 BFIST Sequentially beginning with number 7AGR0003Y

C.7 CLASS I/II OZONE DEPLETING SUBSTANCES (CIODS)

C.7.1 The Contractor is prohibited from using any of the specifications, standards or substances requiring the use of CLASS I or CLASS II Ozone Depleting Substances during the manufacture of vehicles unless a Government certification for use is granted. The following CLASS I/CLASS II Ozone Depleting Substances have been approved for use under this contract. The approval(s) does not waive any other law, regulation, requirement or criteria relating to the use of the CIODS the Contractor may be required to comply with.

- a) Halon 1301 (Halon is not applicable to MLRS)

C.8 YEAR 2000 (Y2K) COMPLIANCE

C.8.1 The Contractor shall ensure that products provided under this contract whether acting alone or combined as a system, are able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. This includes interfaces with standard military products [such as the Global Positioning System] which use DoD approved interface formats.

C.8.2 In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to July 31, 1999 for purposes of interfacing with the military Global Positioning System and subsequent to December 31, 1999 for all other purposes. The information technology shall be Year 2000 compliant upon delivery; or any non-compliant information technology shall be upgraded to be Year 2000 compliant prior to the earlier of (i) the earliest date on which the information technology may be required to perform date/time processing involving dates later than July 31, 1999 for purposes of interfacing with Global Positioning System or December 31, 1999 for other purposes, or (ii) July 31, 1999 for products that interface with the military Global Positioning System or December 31, 1999 for all other products.

a. Contractor responsibility under this clause is limited to information technology for which it is solely responsible. Government Furnished Information Technology (GFIT) provided under this contract as well as any other Government furnished or controlled hardware, software or firmware with which Contractor products must interface is expressly excluded.

b. To the extent that current government approved designs require modification to achieve such compliance, appropriate engineering change proposals will be processed in accordance with the applicable contract. Replacement of previously delivered products or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 16 of 63
---------------------------	---	----------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

components, if required by the Government, will be accomplished under the Changes clause and the contract price and/or schedule will be equitably adjusted.

c. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

C.9 DATA REQUIREMENTS AND REPORTS

C.9.1 The Contractor shall prepare technical data and/or reports in the format and scope specified in the applicable Data Item Description (DD forms 1664), or as described elsewhere in the contract. The required information shall be furnished to the Government in accordance with the requirements of the Contract Data Requirements List (DD Forms 1423) or as specified in the contract. The Contract Data Requirement Lists (CDRLs) are at Exhibit A.

C.9.2 All data and reports shall be submitted by e-mail or other electronic means acceptable to the Government. Proprietary data/export control data submitted by the Contractor may be submitted via a computer disk.

C.10 WAIVERS AND/OR DEVIATIONS

C.10.1 Applicable waivers and deviations approved for vehicles, trainers, or kits delivered under the contract are listed at Attachment 2.

C.11 SPECIALTY ENGINEERING-SYSTEM SAFETY PROGRAM

C.11.1 System Safety Program. The Contractor shall maintain a system safety program, in accordance with MIL-STD 882. The Contractor shall maintain a listing of Material Safety Data Sheets identifying all hazardous material required for operating, storing and sustaining the vehicle and its support items. The Contractor shall immediately make the list available to the Government, if requested.

C.12 CONFIGURATION MANAGEMENT

C.12.1 Configuration Management System. The Contractor shall operate and maintain a configuration management (CM) and control system throughout the period of performance of this Contract per United Defense's CM plan. Any change to the CM plan must be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government's procurement processes. Copies of all changes shall be provided to the PCO in the form of a revised CM plan. If there are discrepancies between the CM Plan and the requirements / provisions of this contract, the contract requirements / provisions shall prevail.

C.12.1.1 The Government reserves the right to review contents and verify the accuracy of the Contractor's configuration control system at any time during the Contract.

C.12.2 Product Configuration Identification. All performance/product specifications, product drawings, CAD drawings/models, approved changes, Remanufacture documents, software documentation used for design and production of a vehicle shall constitute the Product Configuration Identification (PCI) for that system.

C.12.3 Rights to Technical Data. All PCI data created or obtained from this or previous Contracts for use in the performance of the work designated by the Government shall be available with unlimited rights as described in clause 252.227-7013 (Defense Federal Acquisition Regulation). The Government shall have access to such data at all times.

C.12.3.1 Technical data generated for this contract shall be adequate for competitive acquisition. Any changes developed under this contract shall include all activities through incorporation of changes into the drawing package. Deliveries of any drawings/TDPs shall be paid by the contract under which the change was generated. All new drawings shall be prepared as Computer Aided Design (CAD) drawings.

C.12.3.2 The Contractor shall, to the best of their ability, attempt not to prepare data for components or items for which Government released data exists.

C.12.4 Design Constraints - The PCI baseline for the start of this contract is represented by the following:

- a) The M2A3 baseline shall be represented by drawing RM87T0010-R2 and RM87T0010-R4 , plus applicable drawings contained in the UDLP Production Drawing List dated 3/10/01, plus all ECPs and EOs listed in Attachment 3.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 17 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

- b) The M3A3 BFIST baseline shall be represented by drawing RM12466201-R9, plus applicable drawings contained in the UDLP Production Drawing List dated 6 June 2003, plus all ECPs and EOs listed in Attachment 5.
- c) The M2A2 ODS baseline shall be represented by drawings RM87T0004-R3, and (RM87T0004-R5, released), plus applicable drawings contained in the UDLP Production Drawing List dated 4 September 2003, plus all ECPs and EOs listed in Attachment 3.
- d) The MLRS M993 baseline shall be represented by drawing 8750045, Revision T, dated 16 June 1999, plus any applicable ECPs and EOs listed in Attachment 3.
- e) The MLRS M993A1 baseline (87T0078) shall be represented by the United Defense Production Drawing List that includes drawing 8750045, Revision T, plus ILMS Kits referenced in 57K1561 less the non-essential A0 parts, plus any applicable ECPs and EOs listed in Attachment 3.
- f) The BATS baseline shall be represented by the Bradley A3 Gunnery Training System Specification ORL-BPD9000 revision C.2a dated February 2002 as modified by the list of exception set forth under paragraph C.80 and the vehicle software baseline VVID 6.02, the technical scope submitted by UDLP under ORL-BPD-9168 dated 18 Sep 02, and the Indentured Parts List applicable to production of BATS unit #14 (Also identified as Production unit #1 under CLIN 2030 of the contract)..
- g) The M3A2 ODS baseline shall be represented by drawings RM87T0005-R3, and (RM87T0005-R5, RELEASED), plus applicable drawings contained in the UDLP production Drawings list dated 4 September 2003, plus all ECPs and EOs listed in Attachment 3

- C.12.4.1 For the categories of Contractor-controlled changes set forth below, the Contractor shall provide notification/documentation for approval to the Government. The categories are:
- C.12.4.1.1 Replacement of any support item with another item. This constraint applies only to changes affecting interchangeability. Items that fall into this category are:
- a. Repair and Spare Parts
 - b. Repair Kits
 - c. Tools/Support Equipment/Training Devices
- C.12.4.1.2 Changes which impact MANPRINT (Safety, Health Hazards, Soldier Survivability, Human Factors, Personnel, Manpower, Training).
- C.12.4.1.3 Changes which impact testability.
- C.12.4.1.4 Interface Control Documents and DSESTS LRU test strategy reports. DSESTS LRU test strategy reports required for A3 only.
- C.12.4.1.5 Changes in the remanufacture process utilizing a remanufactured part in place of a new part.
- C.12.4.2 The Government will provide written notification to the Contractor within twenty (20) working days of a documented submission (notification to approve a change)of its (1) nonconcurrence or (2) an estimated date when a decision will be rendered. If the Government does not respond within the twenty (20) day period, the notification is considered approved.
- C.12.5 The Contractor shall coordinate change concurrence with Design Authority for any PCI data not under their custodianship.

C.13 CONTRACT QUALITY SYSTEM/PRODUCT ASSURANCE PROGRAM PLAN

- C.13.1 The Contractor shall implement and maintain a Quality System, as defined by the Product Assurance Program Plan (PAPP), that ensures compliance to the contract requirements. A copy of the plan is located as Attachment 4 to the contract. Changes to the plan require Procuring Contracting Officer (PCO) approval. If there are discrepancies between the plan and the requirements/provisions of the contract, the contract requirements shall prevail.
- C.14 HANDOFF REQUIREMENTS
- C.14.1 Fielding: The Contractor shall provide fielding support in accordance with their Material Fielding Agreement (MFA) in effect at time of award. Any change to the MFA must be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government. Copies of all changes shall be sent to the PCO and the ACO in the form of a revised MFA. If there are discrepancies between the MFA and the requirements/provision of this contract, the contract requirements/provisions shall prevail.
- C.14.2 Vehicle Acceptance: The Contractor is responsible for providing vehicles meeting the requirements of the performance specification. The final Material Inspection and Receiving Report (DD Form 250) will be signed upon Government acceptance at the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 18 of 63
---------------------------	---	----------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

fielding or test site immediately after vehicles are issued to the gaining unit, with the exception of test vehicles. For test vehicles the DD form 250 will be issued following test. The maximum duration of each Follow-on Production Test (FPT) is estimated to be four (4) months and the maximum duration of each Extended Follow-on Production Test (EFPT) is estimated to be eight (8) months. If the tests are not completed within these time frames and no vehicle performance issues have been encountered (reference paragraph C.25.2), then the DD form 250 will be executed by the PCO prior to completion of the test.

C.14.3 Issuance Date: The Contractor shall continue to support and repair/correct the vehicles through the issuance date and completion of the DD Form 250. On the issuance date, the gaining unit shall be provided access to the vehicle to begin Operator New Equipment Training (OPNET) and complete initial Preventive Maintenance Checks and Services (PMCS), during which time the Contractor shall not be liable for injury to soldiers unless due to negligence on the Contractor's part.

C.14.4 Coordination for facilities, support equipment and any other Government required actions needed by the Contractor to meet the final acceptance of vehicles by the gaining unit will be accomplished jointly by the Contractor and the Government (to include the gaining unit) as an action taken during the normal new material introductory briefing process, which occurs 360, 180, and 90 days prior to the actual handoff.

C.14.5 The requirements of C.14 do not apply to the MLRS carriers, Trainers or Kits. For MLRS Carriers and Kits, the DD 250 shall be signed at United Defense, York, Pennsylvania and Santa Clara, California, respectively.

C.14.5.1 The DD250 requirements for MLRS 600HP KITS for CLIN 3028AA, 3028AB, and 3028AC, 3028AD, 3028AE shall be signed at United Defense, York, Pennsylvania.

C.14.6 FY02 kits listed in Exhibit B will be DD250'd, less hardware, and remain at supplier's until required with a withhold of \$51,000. The contractor may bill for this withhold after vehicle deliveries.

C.15 STANDARD GFM DISPOSITION INSTRUCTIONS - FAYETTE

C.15.1 The Contractor shall dispose of/ship parts or assemblies/subassemblies in accordance with Attachment 5, Standard GFM Disposition Instructions. The Contractor is authorized to scrap material, which will not be reported through the normal plant clearance procedures and will be sold separately as scrap and proceeds returned to:

Finance and Accounting Division
U.S. Army Tank-automotive and Armaments Command
ATTN: Disbursing Branch (AMSTA-EFD)
Warren, Michigan 48397-5000

C.15.2 The Contractor, in accordance with current maintenance management update, shall prepare DA Forms 2407/407-1 or DA Form 5504 for each remanufactured vehicle and for the application of each modification.

C.15.3 It is recognized by the parties that costs for the packaging, handling and transportation of materials to be shipped listed in accordance with Attachment 5 (except for items to be scrapped) have been excluded from the price of this contract.

C.15.4 This clause C.15, is not applicable to MLRS vehicles, BATS, or ODS Digitization Kits.

C.16 GOVERNMENT MATERIAL REPORTING

C.16.1 The Contractor, upon receipt of Government owned assets will perform an inventory (with DCMC oversight/guidance) and inspection within ten (10) working days. Contractor shall provide notification of receipt to the Government in Contractor format as guidance, described in DI-MGMT-80389A, and Report of Government Furnished Material, described in DI-L-10331, CDRL A006. These two requirements may be submitted as a single report.

C.16.2 Report of Shipping (Item) and Packaging Discrepancy. This report will be provided to the Government by the Contractor on an as needed basis when GFM is received which does not agree with information on the shipping document, and when vehicles are found to have transportation damage. This report will be in the format described in DID DI-MGMT-80503 and CDRL A004.

C.16.3 A GFM Consumption Report shall be provided in accordance with CDRL A005.

C.16.4 Components listed in Exhibit B used in the build of FY03 ODS vehicles are exempted from GFM reporting and tracking.

C.17 INTEGRATION OF GOVERNMENT FURNISHED MATERIAL/COMPONENTS

C.17.1 The requirements of C.17 do not apply to MLRS Carriers, BATs and Kits.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 19 of 63
--------------------	--	---------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

C.17.2 The Government will furnish technical representatives to support the integration, test and repair of Government furnished HTI-B Kit/IBAS/T2SS components supplied by their respective sources to assist in troubleshooting, perform limited repair in-plant and assist in evacuating failed hardware which cannot be repaired in-plant. The Contractor shall provide a suitable test and repair facility for the technical representatives to include the use of the turret simulator known as the "hot mock-up". All repairs on hardware performed at UDLP shall be accomplished by the authorized Technical Representative (TR) for that component.

C.17.3 In the event that the Government furnished material/components is determined to be faulty and in need of repair, the item shall be dispositioned to the on-site technical representatives for evaluation, repair or disposition recommendation. Those units which cannot be repaired by the technical representative are returned to United Defense. United Defense shall coordinate disposition of this material through the Government Property Administrator. Upon direction of the Administrator, the Contractor shall pack and ship to the appropriate suppliers facility. Shipping charges are paid by the supplier.

C.18 TRANSPORTATION OF WEAPONS

C.18.1 The requirements of C.18 do not apply to the MLRS Carriers, BATS, or Kits.

C.18.2 Soley for purpose of transporting of weapons with the vehicles, the weapons shall be considered Government Furnished Property. The parties to this contract acknowledge that Government owned weapons (25MM guns) are provided to United Defense under this contract for the purpose of remanufacturing the gun to an enhanced configuration. United Defense agrees and acknowledges that the re-manufactured guns shall be treated as a contractor furnished item for all purposes except for vehicle transporation.

C.19 STORAGE OF MATERIAL FOR THIS and/or FUTURE CONTRACTS

C.19.1 The contractor has acquired at the direction of the Government material listed below due to potential obsolescence of the item/material. The contractor agrees to store these items under this contract and future contracts, until such times as the items are required to support current/future contracts or until such time as the Government give disposition instructions.

C.19.2 All Contractor acquisition costs including any material costs and/or costs for storage of these items were included in the price of the prime contract the items were acquired under. These prime contracts are listed after the item below. Fee/profit was not included in the negotiated price, therefore the Contractor has the right to include fee for any item used on this contract or future contracts.

C.19.3 The material shall be treated as contractor furnished material when used under any United Defense-US Government prime contracts. The Government reserves the right to take possession of the item(s) at any time. The contractor shall not use the item(s) listed below on this contract or any other contract without expressed written authorization by the PCO for this contract. If such an authorization is made prior to award of a contract, the initial contract price shall include an adjustment for fee. When the authorization is made following an award of a contract, the contract shall be adjusted for an equitable adjustment of the fee.

C.19.4

Quantity		Item	P/N	Contract Acquired Under	Current Accountable Under
a) 700	Each	SIPEX Computer Chip	HS9342B	DAAE07-00-C-M002	DAAE07-01-C-M016
300	Each	SIPEX Computer Chip	HS9342B		DAAE20-02-G-0004

Note: The Government authorizes UDLP to transfer Government Furnished Material (GFM) 300 SIPEX chips (P/N HS9342B) from contract DAAE07-01-C-M016 to contract DAAE20-02-G-0004. The chips are currently accountable under contract DAAE07-01-C-M016 and transfer of these 300 chips to contract DAAE20-02-G-0004 at no cost to the Government.

b) 2,200 Each	Intel 2MB Flash Memory	12900710/DT28F016SA-100	DAAE07-95-C-X030
---------------	------------------------	-------------------------	------------------

Note: Contractor has authority to use 389 A3 vehicle sets under this contract of items (a) and (b) above.

C.20 ENGINES

C.20.1 The parties to the contract acknowledge that the vehicle(s) delivered under the contract shall contain engines that are either (a) Contractor furnished (new), (b) Government furnished (new), or (c) used Government engines that were re-manufactured and delivered as contractor furnished-remanufactured engines.

C.20.2 Contractor Furnished-New: All MLRS vehicles acquired under this contract shall be delivered with new contractor furnished

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 20 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

engines.

C.20.3 Government Furnished-New: For the Government furnished new engines provided, the Contractor shall upgrade the furnished 600 HP VT903-600T engines with the PT fuel pumps, as defined in Mod Kit 80122-423362.

C.20.4 Contractor Furnished Remanufactured Engines: Used Government owned engines may be provided to the Contractor for remanufacture. The used engines are located at the Contractor's Fayette County, Pennsylvania facility. The Contractor shall be responsible for any required shipment of engines from this site.

C.20.4.1 The Contractor shall remanufacture the Government owned 600 HP VT903-600T engines. The engines shall be remanufactured to the latest White Smoke Reduction configuration, with the new spring coupler design, and shall meet performance specifications established by Cummins Engine Company, Incorporated, for the Cummins Recon Engine Program.

C.20.4.2 The Government recognizes that the Contractor has a subcontract for remanufacture of engines and the manufacture of new engines. This agreement is a commercial contract. The parties to the contract acknowledge that components used to remanufacture and/or manufacture new engines are exempt from the General Provision of the contract titled "Preference for Domestic Specialty Metals (Alt 1)". The Contractor shall pass through to the Government any engine warranty provided by its subcontractor.

C.20.5 Engine Requirements

C.20.5.1 A3: The Government shall provide 346 new engines as Government Furnished Material. These 346 new engines will be used for A3 vehicles only. All engines required beyond 346 shall be provided as used Government engines for Contractor remanufacture. The Contractor shall determine the most economical means of providing vehicles with new or remanufactured engines.

C.20.5.1.1 If the contract is not converted to a multiyear contract by September 4, 2001, the number of engines supplied by the Government shall be reduced to a quantity mutually agreed upon by the parties to this contract.

C.20.5.2 MLRS: All vehicles shall be delivered with new contractor furnished engines.

C.20.5.3 ODS: All vehicles, including optioned vehicles, shall be provided with remanufactured engines.

C.20.6 Cummins 600HP Remanuacted Engines, P/N: 12358911-1R (NSN: 2815-01-423-0929) awarded under Modification P00058 of the Multi-year Corporate Contract DAAE07-01-C-M016 will be handled as Government Owned Material. This material will be identified in both the proposal and BOMs as Government Owned Material adn will have material handling applied. Since this material was purchased by UDLP, it will be treated as purchased material and any latent defect found during production will be handled through the normal NCR process and will not be dispositioned on a PQDR.

C.21 TRANSMISSIONS

C.21.1 Used Government-owned Transmissions shall be provided to the Contractor for remanufacture. They are located at the contractor's Fayette County site. The Contractor shall be responsible for shipment of the Transmissions.

C.21.2 Transmissions. The Contractor shall remanufacture the government owned HMPT 500RX Series Transmissions. Except for MLRS, the transmissions shall be remanufactured to the HMPT 500-3ECB configuration (PN 12446500) in accordance with the BRADLEY FIGHTING VEHICLE TRANSMISSION REMANUFACTURE PROGRAM A0 to A3 Remanufacture Document #328A5298 created by General Dynamics. A copy of this document is in the possession of both parties.

C.21.3 This clause C.21, is not applicable to MLRS carriers.

C.21.4 The remanuacted transmission price reflects the existing process, which is currently under a joint review. The contractor shall be allowed to submit an adjustment proposal reflecting the revised process/scope of work once it is adopted. The Transmission issue should be resolved by year end 2003.

C.22 WEAPONS IN EXCESS OF VEHICLE REQUIREMENT

C.22.1 Under the contract and under prior BFV production Contract DAAE07-00-C-M002, the Government is providing Government-owned 25MM guns for remanufacture to an enhanced configuration. Under Contract DAAE07-00-C-M002, the Government is providing a quantity of guns that exceed that contract's requirements. Likewise, under this contract, the Government will provide guns in excess of the contract requirement. The excess guns shall act as a float in case the Contractor receives a weapon that is not economical to remanufacture.

C.22.2 If upon completion of Contract DAAE07-00-C-M002 excess guns are available, they shall be used against the gun requirement of this contract. Upon completion of this contract, the Government will provide direction to the Contractor to roll excess guns, if any, into a follow-on contract or provide disposition instructions.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 21 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

C.22.3 This clause, C.22, does not apply to the MLRS vehicles.

C.23 MEETINGS AND MEETING MINUTES

C.23.1 The Contractor shall be responsible for providing meeting minutes for joint Government-Contractor meetings, such as Joint Program Reviews and Management Reviews. The minutes may be submitted in Contractor format. The Contractor shall provide a copy of the minutes to each attendee, CDRL A003, that provides an electronic address at the meeting. Additional copies shall be provided to the PCO and ACO.

C.24 OBSOLESCENCE

C.24.1 The Contractor shall have sole responsibility for the screening and subsequent replacement and or redesign of a substitute part/system required due to parts becoming unavailable/obsolete. This shall include all components and parts under this contract to include parts that are common with other systems. This effort is limited to parts availability/obsolescence issues that directly impact the Contractor's ability to build vehicles under this contract and does not include effort to address identified issues that only impact future contracts. The Contractor shall notify the Government of any procurement activity to remedy obsolescence shortages for the period of performance of this contract.

C.25 SYSTEM PERFORMANCE RESPONSIBILITY

C.25.1 The Contractor shall meet all the performance requirements of the system specifications (provided as Attachments 6 for M2A3/M3A3, Attachment 7 for M2ODS/M3ODS, Attachment 8 for MLRS, and Attachment 16 for BATS). The Governments means of evaluating the vehicle performance will be through the Final Inspection Record (FIR), vehicle control tests, the Follow-on Production Test (FPT) and the Extended Follow-on Production Test (EFPT).

C.25.2 Follow-on Production Testing/Extended Follow-on Production Testing (FPT/EFPT): FPT/EFPT shall be performed on selected vehicles in accordance with Appendix A of the Product Assurance Program Plan. The Contractor is responsible to meet the performance specification and for correcting all critical and systemic shortcomings discovered through these tests.

C.25.3 This clause, C.25, is not applicable to Kits delivered under the contract.

C.25.4 The contractor is authorized to obtain test support/services at DOD rates from MRTFB installations as government furnished services.

C.26 TEST VEHICLE REFURBISHMENT/DEPROCESSING - COST REIMBURSEMENT

C.26.1 Following the completion of Follow-on Production Test (FPT) and Extended Follow-on Production Test (EFPT) the Contractor shall refurbish test vehicles to a "ready to issue" state. Determination of "ready to issue" may vary dependent on the final destination of the vehicles. The Contractor is responsible for shipping vehicles from the test sites to their designated refurbishment location. The Government will provide the items listed in Attachment 1, Government Furnished Material to support refurbishment. Refurbishment shall include, but is not limited to the items listed below.

- a) Change out track, pads, roadwheels, suspension sprockets
- b) adjustments to engines, XM, TDS, CIV, EFW and other major components, as needed
- c) replace oils, lubricants and filters
- d) repaint vehicles interior and exterior
- e) ensure vehicles are operational and prepared for turn over to units

C.26.2 Following refurbishment the Contractor shall ship the vehicles to a site designated by the Government, then deprocess the vehicles.

C.26.3 All effort under paragarp C.26 shall be paid under a cost reimbursement CLIN of the contract.

C.26.4 This paragraph is not applicable to MLRS vehicles and FY03 ODS vehicles.

C.27 ECONOMIC ORDER QUANTITIES (A3)

C.27.1 The Government, in order to achieve economic lot purchases and more efficient production rates under this multiyear contract, has provided economic order quantity funding for the following items:

Vendor	Part Number	Item
--------	-------------	------

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 22 of 63
	PIIN/SIIN	MOD/AMD	
	DAAE07-01-C-M016	P00073	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.			

a) Lau Technology	12466008	A3 Distribution Box
b) Lau Technology	12956548	System Control Panel Assembly
c) Lau Technology	12956661	Gun Control Unit Assembly
d) Lau Technology	12462072	Power Control Module
e) Lau Technology	12956699	Signal Distribution Box
f) Lau Technology	12478599	Power Control Assembly
g) Lau Technology	12478582	Hull Power Box
h) Lau Technology	12956552	Turret Power Box
i) Lau Technology	12986235	External Training Assembly
j) Lau Technology	12956550	Gunner's Sight Assembly
k) Lau Technology	12956549	Commander's Sight Assembly
l) Korry	12956547	Commander's Data Entry Tool
m) CDC	BFV00055	Bal Software
n) ILC	12471762	Quick Disconnect
o) Hunter	E5-19-7435	Gas Filter
p) Timet	BFV00060	Titanium
q) Timet	BFV00061	Titanium
r) Litton	12956545	Slip Ring
s) Avnet	ST486DX4V10HS	486 Processor Card
t) On-Semi/Mintco	MTC100N10E	MOSFET for TDCU Power Amp

C.28 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

c.28.1 All references in the contract to the submission of written documentation shall mean electronic submission.

C.28.2 This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

C.28.3 In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the Contractor. All binding contractor communication shall be sent from this Contractor e-mail address(es).

C.28.4 Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

C.28.5 Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

C.29 DEMILITARIZATION

C.29.1 Items called out under this contract are classified as military items. Therefore, the following instructions for the disposal of completed or partially completed parts, assemblies, subassemblies, and end items apply. Property (whether title to the property is with the Government or not and including parts, components, subassemblies and assemblies) covered by this contract for which the contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of the contract, but which is manufactured, fabricated, assembled or produced in connection with items covered by this contract will be completely destroyed or mutilated (whichever is prescribed) so as to be nonreclaimable for its original purpose and to preclude the possibility of reconditioning to make it saleable as an implement of war.

C.29.2 Demilitarization is required in accordance with current demilitarization requirements. These requirements can be obtained through the Federal Logistics Information Service or Fed Log.

C.29.3 Demilitarized items shall be destroyed at the contractor's facility by the contractor. No item demilitarized shall be disposed of by the contractor other than as scrap. If there is a discrepancy between the requirements of this clause and the Standard Disposition Instruction of the contract, this clause shall take precedence.

C.29.4 This clause shall be included in all applicable subcontracts.

C.29.5 Demilitarization items under this contract are as follows:

- a) Profile Gear Final Drives

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 23 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

C.30 SMALL AND SMALL DISADVANTAGED BUSINESS AND HUB ZONE GOALS

C.30.1 In execution of Contract DAAE07-01-C-M016, the Contractor agrees to set aside a minimum of \$77,000,000 of the total contract dollars for Small Business. The Contractor also agrees to meet goals in effect in program years 2001, 2002 and 2003 for subcontracting with Hub Zone Businesses, Small Disadvantaged Businesses and Women-owned Small Business Concerns, as outlined in its subcontracting plan.

C.31 BFV Vehicle Improvements (ODS)

C.31.1 Cargo Hatch Improvement. The contractor shall design and validate a concept to stiffen the Cargo Hatch hinge area to prevent cracking, prepare changes to production documentation, and acquire and install the redesigned parts in production vehicles.

C.31.1 Rear Idler Improvement. The contractor shall design and validate a concept to stiffen the rear left and right idler mounting area to prevent cracking, prepare changes to production documentation, and acquire and install the redesigned parts in production vehicles.

C.32-C.39 RESERVED

BRADLEY - A3 VEHICLE UNIQUE REQUIREMENTS

C.40 VEHICLE REQUIREMENTS

C.40.1 M2A3 vehicles shall be torn down and manufactured in accordance with RM87T0010-R2 for vehicles A2 to A3, or RM87T0010-R4 for vehicles A0 to A3, and the Performance Specification for Infantry Fighting Vehicle (M2A3) and Cavalry Fighting Vehicle (M3A3) 19207-12465518, dated Jan 26, 2001. The Performance Specification for M2A3 vehicles is Attachment 6 to the contract.

C.40.1.1 The Contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for Contractor controlled drawings as required for production of the M2A3 vehicles.

C.40.2 M3A3 vehicles shall be manufactured in accordance with RM87T0011-R2 for vehicles A2 to A3, or RM87T0011-R4 for vehicles A0 to A3, and the Performance Specification for Infantry Fighting Vehicle (M2A3) and Calvary Fighting Vehicle (M3A3) 19207-12465518, dated January 26, 2001. M3A3 BFIST vehicles shall be manufactured in accordance with RM 12466201-R9 for vehicles A2 to A3, and the M3A3 Bradley Fire Support Vehicle Fire Support Functionality, the Performance Specification, which is Annex 10 to the M3A3 Performance Specification dated 3 June 2003.

C.40.2.1 The Contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for Contractor controlled drawings as required for production of the M3A3 vehicles.

C.40.3 The Contractor shall comply with the interface standards contained on Future Battlefield Combat Brigade and Below (FBCB2) Platform Software Interface Control Document (ICD) JV1F01011, REV E-1 dated 29 April 2002.

C.41 TURRET DRIVE SYSTEM

C.41.1 Used Government-owned Turret Drive Systems (TDS) shall be provided to the Contractor for remanufacture. They are located at the contractor's Fayette County site. The Contractor shall be responsible for shipment of the TDS.

C.41.2 Turret Drive System. The Contractor shall remanufacture the government owned Turret Drive Systems. The Turret Drive Systems shall be remanufactured into the A3 TDS configuration in accordance with the BRADLEY FIGHTING VEHICLE TURRET DRIVE REMANUFACTURE PROGRAM A0 to A3 Remanufacture Document #328A5299 created by General Dynamics. A copy of this document is in the possession of both parties. The Contractor shall provide new Turret Drive Control Units (TDCUs) PN 12976373.

C.42 A3 ENHANCEMENTS

C.42.1 All vehicles shall be delivered with the following enhancements/upgrades:

- a. Transmission EA
- b. HPUII
- c. Common INU SW/HW Cable Changes
- d. VDMS and Fault Updates
- e. Compatibility Checking

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073 </p>	<p style="text-align: center;">Page 24 of 63</p>
--	---	---

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

- f. TPU Bit
- g. TPUII
- h. TDCU Redesign
- i. Common INU HW

C.43 PROJECT MANAGEMENT

C.43.1 Contractor Cost Data Reporting - The Contractor shall submit the following reports in accordance with DOD 5000.2-R and AMCP715-8, Contractor Cost Data Reports (CCDR). The report may be submitted in Contractor format.

- DD1921 Cost Data Summary Report (CDRL A001, DI-F-6006)
- DD1921-1 Functional Cost Hour Report (CDRL A002, DI-F-6007)

C.43.2 The Contractor shall send their Forward Pricing Rate Proposals (FPRPs) or, alternately, such Contractor information that would support the Contractor's development of FPRs to the below address. This data shall be submitted to the CCDD-PO whenever the Contractor submits this data to DCMA.

Department of the Army
US Army Cost & Economic Analysis Center
ATTN: SFFM-CA-WS (Ron Anderson)
5611 Columbia Pike
Falls Church, VA 22041-5050

C.44. A3 OTHER REQUIREMENTS

C.44.1 Service and hardware installation for the heat abatement panels shall take place for FY01 vehicles under CLIN 1001AA for 83 vehicles (M2A3) and CLIN 1005AA for 26 vehicles (M3A3). The heat abatement panels provided shall be of the new configurations for these vehicles.

C.44.2 Service and hardware installation for the heat abatement panels shall take place for FY02 vehicles under CLIN 2001AA for 44 vehicles (M2A3) and CLIN 2005AA for 98 vehicles (M3A3). The heat abatement panels provided shall be of the new configurations for these vehicles.

C.45 - C.49 RESERVED

OPERATION DESERT STORM (ODS) VEHICLE UNIQUE REQUIREMENTS

C.50 VEHICLE REQUIREMENTS

C.50.1 M2A2 ODS vehicles shall be torn down and remanufactured in accordance with RM87T0004-R3 for vehicles built from M2A2 to M2A2 ODS, and RM87T0004-R5 for vehicles built from A2 to A2 ODS, and the Specifications for ODS vehicles 19207-12462459, dated July 14, 2000. The Performance Specification for M2A2 ODS vehicles is located as Attachment 7 to the contract.

C.50.1.1 The contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for contractor controlled drawings as required for production of the M2A2 ODS vehicles. The contractor shall provide a copy of the Remanufactured Drawing List (RDL) to the Government NLT January 31, 2002.

C.50.2 M3A2 ODS vehicles shall be remanufactured in accordance with RM87T0005-R3 for vehicles built from M2A2 to M2A2 ODS, and RM87T0005-R5 for vehicles built from A2 to A2 ODS, and the Specifications for ODS vehicles 19207-12462459, dated July 14, 2000. The Performance Specification for M3A2 ODS vehicles is Attachment 7 to the contract.

C.50.2.1 The contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for contractor controlled drawings as required for production of the M3A2 ODS vehicles. The contractor shall provide a copy of the RDL to the Government NLT January 31, 2002.

C.50.2.2 Used Government-owned Turret Drive Systems (TDS) shall be provided to the Contractor for remanufacture. They are located at the contractor's Fayette County site. The Contractor shall be responsible for shipment of the TDS.

C.50.2.3 Turret Drive System. The Contractor shall remanufacture the Government-owned Turret Drive Systems. The Turret Drive Systems shall be remanufactured into the ODS TDS configuration in accordance with the BRADLEY VEHICLE TURRET DRIVE REMANUFACTURE PROGRAM A0 to ODS Remanufacture Document #328A5291, Rev. W created by General Dynamics. A copy of this document is in the possession of both parties.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 25 of 63
---------------------------	---	----------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

C.50.3 The remanufactured turret drive price reflects the existing process, but this process is planned to undergo a joint review. The contractor shall be allowed to submit an adjustment proposal reflecting the revised process/scope of work once it is adopted. The Turret Drive issue should be resolved by March 2004.

C.51 FOLLOW-ON PRODUCTION TEST SUPPORT

C.51.1 The basic contract price includes no costs for Contractor ODS Follow-on Production Test (FPT) support. If the Government exercises the first program year option for an added thirty-five (35) ODS vehicles, it is understood the option price includes FPT support.

C.52 ODS KIT REQUIREMENTS: (ADDED BY CONTRACT P00032)

C.52.1 The contractor shall provide ODS Kits in accordance with the following Mod Kit Drawing Packages listed in Exhibit B:

MOD Kit Name	Mod Kit No.
Handstation Kit	125610920D
Common DECA	12900708
A13 Card	12900702
Turret Armor	12933442**
Eyesafe Laser Range Finder	12933695
ODS Hardware Kit, Turret	12933698
Turret Deflector and Cover	9381060
Transmission Electronic Controller, M2A2, M3A2	57K0513*
External Stowage, M2A2, M3A2	57K1400
M3 Cargo Hatch Up-Armor	57K1404
Navigation System	57K1516*
M2A2 ODS Stowage	57K1533*
M3A2 ODS Stowage	57K1536*
Engine Access Door, Electro-Hydraulic Lift System	57K1839
TEC KIT ECB	57KABC*
Turret Bearings	12292058

* The following kits: 57K0513, 57K1516, 57K1533, 57K1536 & 57KABC need to be modified as stated in the following paragraphs:

C.52.1.1 57K0513 - Provide the parts required to convert a -3 vehicle to a TEC ready vehicle. Does not include the Electronics Assembly, TEC Cable Assembly, Shift Tower Assembly or the Transmission.

C.52.1.2 57K1516 - Does not include the Control Box (12386472), Driver's Display (12386473), Commander's Display (12462637), Tango Box (12386475), Sensor Antenna (12386474).

C.52.1.3 57K1533 - Does not include the UVR (12386427).

C.52.1.4 57K1536 - Does not include the UVR (12386427).

C.52.1.5 57KABC

Kit number 57KABC listed in the solicitation had been seperated into 5 different kits as follows:

- 12446242 Shift Tower Assembly
- 12446333 Electronic Assembly
- 12446205 Cable Assembly
- 12446500-3ECB Tech Kit
- IROAN-3-3ECB- TECH KIT

** Kit # 12933442 (Turret Armor) contains the following components:

Washer	10910174-23
Plug	12350578
Plug	12358816-10
Armor Plate	12933432
Armor Plate	12933433
Armor Plate	12933434
Armor Plate	12933435

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 26 of 63
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00073	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.			

Bracket	12933436
Bracket	12933437
Bracket	12933438
Bracket	12933439
Screw	B1821H075C250N

C.52.2 The contractor shall validate all kits to ensure that the parts required have not changed due to production/design changes. Any part changes required shall be identified to the government prior to issuing an order for those parts, and the contractor shall provide the latest configuration of the part.

C.52.3 The kits listed in Exhibit B with destination "York" shall be incorporated into the FY03 ODS vehicle build to the maximum extent possible.

C.53 COMPONENT CHANGES

C.53.1 In the event the contractor implements any vehicle component form, fit or function changes that affect common kit components, the contractor shall assure that the affected kit parts still meet their intended function. Such changes made solely at the discretion of the Contractor shall be made at no additional cost to the Government.

Paragraphs C.54-C.59 will remain reserved.

MULTIPLE LAUNCH ROCKET SYSTEM UNIQUE REQUIREMENTS

C.60 VEHICLE REQUIREMENTS

C.60.1 M993 MLRS Carriers shall be manufactured in accordance with the M993 vehicle configuration delineated by drawing 8750045, Rev T, including Engineering Change Proposals listed on Attachment 3 and applicable drawings and Engineeering Change Proposals from the Technical Data Package List (TDPL) run date of 23 March 2001. The Performance Specification for MLRS A0 vehicles is Attachment 8 to the contract.

C.60.2 M993A1 MLRS Carriers shall be manufactured in accordance with the M993A1 vehicle configuration delineated by drawing 87T0078, including Engineering Change Proposals listed on Attachment 3 and applicable drawings and Engineering Change Proposals from the Technical Data Package List (TDPL) run date of TBD. The Performance Specification for MLRS A1 vehicles is Annex 01 to Attachment 8 of the contract.

C.60.2.1 (Clause Deleted)

C.60.3 The Contractor shall provide the HMPT-500-3ECA transmission and Cummins' VTA-903T engine with all vehicles.

C. 61 MLRS AS BUILT RECORDS

C.61.1 The Contractor shall maintain a record for each serialized/lot controlled item or component defined in contract that has been applied. This record shall include serialized/lot controlled configuration items (CIs) and components or parts listed in C.61.2. Items included in this record are as follows:

- a. Country/Customer
- b. Highest assembly Army serial number
- c. Part Number
- d. Part Description
- e. Part Serial Number
- f. Drawing Number
- g. Drawing Revision
- h. Quality Doc Revision
- i. Including change Document Number
- j. Change Document Type

C.61.2 The Contractor shall establish and maintain an automated record system(s) for complete identification of the as-built hardware for each CI produced under this contract. This record shall contain a file of each Part Number listed below and submitted in accordance with CDRL A007 (DI-CMAN-81553) of this contract. Final documentation shall be noted and easily identifiable.

<u>PART NUMBER</u>	<u>ITEM</u>
a) 12297938-1S	Radiator, Engine Coolant

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 27 of 63
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00073	

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

b)	12298654-1S1	Power Take Off (A0) Transmission
c)	12462900	Power Take Off (A1) Transmission
d)	12300346	Heater, Personnel
e)	12359348-2	Final Drive Assembly (Left)
f)	12359348-2	Final Drive Assembly (Right)
g)	12367532	Fan, Mixed Flow
h)	12369872	Distribution Box, Cab (4A10)
i)	12385027	Distribution Box, Elec.
j)	12463100	Distribution Box, Elec. Improved (A1)
k)	12446600	Transmission (3 ECA TEC)
l)	12389490	Shift Tower Assembly
m)	12446501	Electronic Assembly
n)	12351001-1	Generator 300 Amp D.C. (Front)
o)	12351001-1	Generator 300 Amp D.C. (Rear)
p)	8750013	VTA-903T-500 engine (Customer Specific)
r)	12258911	VTA-903T-600 engine (Customer Specific)
s)	8750045	MLRS Carrier M993 A0
t)	87T0078	MLRS Carrier M993 A1

C.62 MLRS CARRIERS LESS UNIQUE MATERIAL

C.62.1 In addition to the nineteen (19) A0 Carriers built under CLIN 1021, the Government has a requirement for ten (10) additional carriers. At time of award of this contract, the Government has not determined if the ten (10) additional carriers will be of an A0 or an A1 configuration. Therefore, the parties to this contract agree that the contractor shall build ten (10) MLRS minus carriers. An MLRS minus carrier is a carrier less only the unique material that would make it either a MLRS A0 Carrier or an MLRS A1 Carrier. All other direct and indirect costs are included. The MLRS minus carriers are at CLIN 1022. By November 30, 2001 the Government will make a determination to complete these ten (10) carriers as either an A0 or A1 configuration.

C.62.2 If the Government determines it desires an A0 configuration, an option pursuant to H.63 shall be executed. If the Government determines it desires an A1 configuration, an option pursuant to H.64 shall be executed.

C.63 UNIQUE CHANGES/DOCUMENTATION - FOREIGN MILITARY SALES

C.63.1 Should unique changes to the production baseline be incorporated to meet foreign military sales requirements, the Contractor may be required to document these changes and provide the relevant technical data to the address below. If this requirement is required, the Contract shall be adjusted accordingly for the unique requirements and for the technical data.

PEO Tactical Missiles
Hardware Engineering Group
SFAE-MSL-ML-TM-G
Redstone Arsenal, AL 35898-5700

C.64 IEBD BLOCKk MOD 3 RETROFIT - KOREA.

This effort provides for the procurement and installation of ten (10) 57K4498 Modification Kit, IEDB, Block 3 Upgrades on the Korea MLRS-A1 vehicle IEDBs. The 57K4498 Kits will be available September 01,2003 and will be inspected/accepted at suppliers facility (source) for "Drop Shipment" to RRAD where the physical modification will be accomplished by a team of UDLP personnel. The modification will initiate on or around September 15, 2003, and will be completed November 28, 2003. The modification team will travel to RRAD on two occasions to coincide with vehicle availability (September & November trips are expected). Each visit to RRAD is planned to be two weeks in duration. RRAD is expected to provide location/facility sufficient to support the modification of the IEDBs on a ten hour day 6day week schedule.

The modification effort at RRAD will include removal of IEDBs from the ten Korea MLRS-A1 vehicles, physical modification of IEDBs in accordance with 57K4498 modification kit, bench test of the modified IEDBs utilizing the IEDB manual tester, reinstallation of IEDBs onto vehicles and vehicle system level testing to confirm IEDB post-mod functionality.

C.65 through C.69 Reserved

KIT and SPARE UNIQUE REQUIREMENTS

C.70 ODS DIGITIZATION "A" KIT REQUIREMENTS:

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 28 of 63
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00073	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.			

C.70.1 The Contractor shall provide ODS Digitization "A" Kits in accordance with the following Mod Kit Drawing Packages Video Buffer Box are not included in kits.

a. M2A2	Mod Kit ODS Applique	57K1589
b. Linebacker	Mod Kit M6 Applique	57K1588
c. MUA	Mod Kit MUA Applique	57K1587
d. BFIST M7	Mod Kit M7	SK57K1593
e. ODS Engineering	Mod Kit ODS-E	SK57K1594

C.70.2 Quantities and deliveries shall be in accordance with Contract Schedule B, CLINS 1025, 1026, 2026, 2027, 2028, 2029, 3025, 3026, and 3029.

C.70.3	<u>Program Year One</u>	<u>Program Year Two</u>	<u>Program Year Three</u>
	57K1589 121 each	57K1588 36 each	57K1589 128 each
	SK57K1594 58 each	57K1587 9 each	SK57K1593 28 each
		SK57K1593 44 each	SK57K1594 64 each
		SK57K1594 58 each	
	Total 179 each	Total 147 each	Total 220 each

C.70.4 The ODS Digitization "A" Integration Kits (A kits) are based on integration of the Applique V4 system (B kits), and assume no changes to the B kits that affect functionality or fit in any of the subject vehicles. The "A" kit designs utilize the TRW generated Critical Item Product Function Specification (CIPFS), Applique+ V4 Computer (Versions 2-4), document number JVSJ29-014 dated 15 June 2000 as the interface control document.

C.70.5 The ODS Digitization "A" Kits are based on integration in standard ODS Bradleys, ODS based Linebackers, ODS based MUA's and M7 BFIST vehicles. Bradley A0, A1, and A2 vehicles are not compatible with the "A" kit designs.

C.70.6 In the event of a change to either the above B kit configuration (C.70.4) or the base vehicles to be utilized for integration of the kits (C.70.5), the ODS Digitization "A" kit unit prices shall be subject to an equitable adjustment for the impact of such a change.

C.70.7 List of Combat ASL parts being replaced under this contract:

<u>Item</u>	<u>Part Number</u>	<u>Quantity</u>
BELRF	13492500-1	16 (GFM)
VDB	12328513-1	8
TDB	12328964	8
Generators	12462682	20
Universal Regulators	12386427	8
Electronic Assembly	12446333	8
Wildcard	12933543	8

C.71 KIT COMPLIANCE WITH A3 PERFORMANCE SPECIFICATION AND PRODUCT ASSURANCE PROGRAM PLAN

C.71.1 To the extent that ODS Digitization "A" Kits include common A3 vehicle components, such common components shall meet the applicable requirements of the Bradley A3 Performance Specification. The kit components shall also be purchased/received, fabricated, and assembled into kits in compliance with the applicable requirements of the contract Product Assurance Program Plan.

C.72 COMPONENT CHANGES

C.72.1 In the event the contractor implements any vehicle component form, fit or function changes that affect common kit components, the contractor shall assure that the affected kit parts still meet their intended function. Such changes made solely at the discretion of the Contractor shall be made at no additional cost to the Government. If the Government causes the Contractor to implement a change either through formal direction or other action, the contractor will prepare a proposal for an equitable adjustment to the contract.

C. 73 MLRS 500HP-600HP Conversion Kits

C. 73 MLRS 500HP-600HP Conversion Kits

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 29 of 63
--------------------	--	---------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

C.73.1 The Contractor shall provide Conversion Kits in accordance with P/N 57K1612, Rev 0 except modified as follows:

C.73.1.1 57K1606 Rev 0 - Engine Auxiliary Equipment Mounting Provisions Mod Kit

All parts listed in this kit are required. Include requirements of ADCN 159395 by providing Nut P/N 12296904-10 Qty 4 per kit.

C.73.1.2. 57K1613 Rev 0 - MLRS 600 HP Power Unit Mod Kit

All parts listed in this kit are required except those detailed on Attachment 023, MLRS Parts Not Required. Additionally provide Fuel Filter Clogged Switch P/N 12476697 Qty. 1 per kit. Include requirements of ADCN 155236 by:

- Providing Elbow P/N 2249-8-10S Qty 1 per kit
- Replacing Belt 12476602 with 3/3V560 Kevlar Qty 1 per kit
- Providing Plug SAE J514 12 090109C Qty 1 per kit
- Excluding Harness 12358957 from kit
- Excluding Hose 12383269 from kit

C.73.1.3. 57K4485 Rev 0 - 600 HP Engine Compartment Plenum Mod Kit

This kit is not required.

C.73.1.4 57K4486 Rev 0 - Engine Auxiliary Equipment Installation Mod Kit

All parts listed in this kit are required except those listed on Attachment 023, MLRS Parts Not Required. Include requirements of ADCN 155240 by providing Washer 10910174-16 Qty 11 per kit.

C.73.1.5 57K4487 Rev 0 - 600 HP Engine Cooling System Mod Kit

This kit is not required.

C.73.1.6 57K4490 Rev 0 - Final Drive Upgrade Mod Kit

This Kit is not required

C.74 THROUGH C79 IS RESERVED.

C.80 BRADLEY ADVANCED TRAINING SYSTEMS (BATS)

C.80.1 PERFORMANCE SPECIFICATION

The Contractor shall manufacture Bradley Advanced Training Systems (BATS) in accordance with requirements of the Bradley A3 Gunnery Training System Specification, Document Number ORL-BPD90000, Revision C.2a, dated February 2002 (Attachment 16). Exceptions to the specification are listed below. For the purpose of this contract, FM 23-1 dated March 1996 will be used in lieu of FM 23-1 dated April 2001. All Shelter-related requirements apply only in the event Shelters are purchased and identified in Section B. Because the BATS do not perform TOW misfire function, the 25MM and coax misfire procedures shall be implemented as specified in the operator manual and/or Instructor Utilization Handbook (IUH).

- a. 2.1.a and 3.1.3.1: FM 23-1.
- b. 2.1.b: TM92350294 10-2 and 10-2-1.
- c. 2.1.c: TC25-8
- d. 3.1; 3.3.4; 3.6.5; 4.4; 4.5: Shelter requirements and references.
- e. 3.6.2.1: exact views of the Gunner, Commander, and Aux sights at the IOS station. (the contract requirement is for brightness and contract control only.)
- f. 3.1.3.1.2: (8) n, o, and p: Smoke Grenade launcher, Degraded Gun Switch, and Emergency shutdown switch.
- g. 3.1.3.1.2.1.2: (4), (5), (6), and (7): NBC and Gun power track conditions. (10) TOW Misfire.
- h. 3.1.3.1.3.1: (13) n. Filter symbology in Day TV. (14) c. BCIS symbology requirement. (15) n. Degraded gun Switch. (15) o. Emergency Shutdown Switch.
- i. 3.1.3.1.3.2.1: (3), (4), (5), and (6) NBC, Gun Power Track conditions. NBC and Gun Power Track mode. (9) TOW Misfire.
- j. 3.1.3.1.4: (9) TOW Misfire. (10) Autotrack malfunction. (11) Autopoint malfunction. (12) TAS failure. (13) Open Hatch Malfunction.
- k. 3.2.1: (b) addition of company account/login.
- l. 3.5 and 3.5.1: LCCS.
- m. 3.6.1.1.2.11: (4) Arrow keys and Enter key.
- n. 3.6.2.1: exact views of the Gunner and Commander and Aux sights at the IOS station. (This is applicable to brightness and contract control only.)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073</p>	<p style="text-align: center;">Page 30 of 63</p>
--	---	---

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

- o. 3.6.3.1: RMS monitors being a direct video relay of Commander's, Gunner's and Aux sights.
- p. 3.6.4.1.3.1: (b, c, d, e, and f). IG capable of (Horizon, Haze, Rain, Fog, Clouds) but not incorporated for IOS manipulation.
- q. 3.6.4.1.3.2: LRF affected by tactical smoke.
- r. 3.6.6.2: Cargo Hatch Open/Close.
- s. 3.6.6.4.3: #11 POSNAV of the SES model.
- t. 4.2: Exception to the statement "The requirements for the verification test shall be established by the Governemtn designated agency with the concurrence and approval of the Government Contracting Officer Technical Representative (COTR) or a designated representative.

C.80.2 SOFTWARE BASELINE

The price and performance of this contract is based on version 4.0.X software baseline for installation of Bradley A3 software VVID 6.02.

C.80.3 FACILITY AND FACILITY EQUIPMENT

C.80.3.1 Permanent Site Facilities. The Government will provide permanent site facilites that include the building, electrical power, building ground connection points, water, heat, ventilation, air conditioning, fire suppression, lighting, and telephone hook-up. The contractor is responsible for permanent site items not described above.

C.80.3.2 Repairs. The Government will be responsible for the following permanent site repairs. The contractor is responsible for all site repairs not listed.

- a. Repair of the electrical system at the fixed sites up to the primary power distribution box/panel at each fixed site facility.
- b. Repair of the primary power distribution box/panel, plumbing, air conditioning, and heating systems located in each facility.
- c. Repair of the buildings that house the BATS systems.

C.80.3.3 Floor Space. The minimum floor space requirements for permanent installation of the BATS is 224 square feet (16' X 14') for each gunnery trainer.

C.80.3.4 Emergency Lighting. UDLP shall provide trainer lights for illumination of areas not open to lighting by the facility.

C.80.3.5 UDLP shall distribute power from the Government-provided utility point.

C.80.3.6 UDLP shall be responsible for notifying the COTR to arrange for electricccal service to the site.

C.80.4 PARTS SUPPORT

C.80.4.1 In the event the Contractor implements any form, fit or function changes that affect any parts required under this contract, the contractor shall implemnt neccessary changes to any/all affected parts to insure these parts meet their intended function, at no increase in the contract price, or to any individual part(s) prices.

C.80.5 REVIEW OF DATA/INFORMATION

C.80.5.1 The Contractor shall, if requested by the Government, make available for review, current versions of drawings, software documentation, integration plans, schedules, or other forms of technical data applicable to the build and/or support of the reequirement of the contract.

C.80.6 BATS SYSTEM UPGRADE FOR VVID 6.02 COMPATABLE SOFTWARE.

C.80.6.1 The contractor shall upgrade the FY99 original 13 BATS units with software and hardware. Modifications of the FY99 BATS-G training system consists of additional hardware installed on the turret and new software installed on the Instructor Operator Station (IOS) and turret computational systems. The image generator software does not require updating.

C.80.6.1.1 Hardware to support video replication of the IBAS and CIV brightness and contract at the IOS and RMS, two video scalers and associated cabling are being added to the turret. To support FBCB2 message alerts, a sound card is being added to the tactical computer and associated cabling added to the turret to connect the sound card to the Master Control Station (MCS).

C.80.6.1.2 Software is updated to Bradley A3 software VVID 6.02 and user defined discrepancies have also been fixed and included in the next BATS release.

C.80.6.1.3 Pre-installation tasks shall include purchase or subcontract of all hardware component required for retrofit, video scalers

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 31 of 63
---------------------------	---	-----------------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

and panel will be made into assembly BP00526 for installation. Sound cards are provided at no cost and sound cables will be fabricated. UDLP will perform all tasks listed in proposal ORL-PBD-9168, Rev 0. The contractor shall provide all quality assurance/material handling tasks, Configuration Management Tasks, project management tasks and project engineering tasks as included in proposal ORL-BPD-9168, Rev 0.

C.80.6.1.4 Installation shall be performed at BATS-G sites Fort Hood, Fort Benning and Fort Knox. The installation includes hardware, upgrade software developed under STS Year 02 efforts. Installation shall include all tasks included in the scope of work for proposal ORL-BPD-9168, Rev 0.

C.80.6.2. FY 02 STS Update will consist of additional hardware installed on the turret and new software installed on the IOS and turret computational systems. To support video replication of the IBAS and CIV brightness and contract at the IOS and RMS, two video scalers and associated cabling are being added to the turret. To support FBCB2 message alerts, a sound card is added to the tactical computer and associated cabling added to the turret to connect the sound card to the MCS. BATS software will be updated to Bradley A3 VVID 6.02 software. The contractor shall provide quality assurance, material handling, Configuration Management, manufacturing tasks and project management tasks as contained in proposal ORL-BPD-9168, Rev 0.

C.80.6.3. FY 02 Cable extensions shall be interconnect cables between the BATS Turret, IOS and RMS standardized at a minimum of 35-foot length. The following cables are added to the configuration:

Cable, Ethernet		2 per system
Cable, Video, RGBHV	IN7335-5-RGBHV	5 per system
Cable, I/O, Video Selector Extension	BP00190-20	1 per system

The following cables are deleted from the configuration:

Cable, Ethernet	DCA7280GN	2 per system
Cable, Video RGBHV	IN7325-5-RGBHV	5 per system
Cable, I/O, Video Selector extension	BP000190-10	1 per system
Cable, Highway	A3206018-21	4 per system

C.80.6.3.1 UDLP shall perform the quality assurance/material handling, Configuration Management, manufacturing and project management tasks as contained in proposal ORL-BPD-9168, Rev 0.

C.90 KOREAN IEDB KITS

*** END OF NARRATIVE C 002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 32 of 63
---------------------------	---	----------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

SECTION F - DELIVERIES OR PERFORMANCE
F.7 Reserved

F.8 F.O.B. POINTS

F.8.1 The F.O.B. point for Bradley (A3 and ODS) vehicles and data is DESTINATION. The F.O.B. point for Kits and MLRS vehicles is ORIGIN.

F.9 APPLIQUE KIT UNIQUE CLAUSES-SECTION F:

F.9.1 The following additional clauses apply to the Kits delivered under this contract, or as denoted below shall not apply:

F.9.2 Additional Clauses

- (a) F.O.B. Origin 52.247-29 (JUN 1988)
- (b) F.O.B. Origin-Carload & Truckload Shipments 52.247-48 (ARR 1984)
- (c) Loading, Blocking & Bracing of Freight Car Shipment 52.247-34 (APR 1984)
- (d) Shipment of Supplies and Detention of Carrier's Equipment TACOM 52.247-4005 (OCT 1994)
- (e) F.O.B. Origin Prepaid Freight Small Package Shipment (JAN 1991)

F.9.3 Clause Not Applicable

- (a) F.O.B. Destination 52.247-34 (NOV 1991)

F.10 MLRS UNIQUE CLAUSES-SECTION F:

F.10.1 The following additional Section F clauses apply to MLRS/MLRS A1 carriers, or as denoted below shall not apply:

F.10.2 Additional Clauses

- (a) F.O.B. Origin 52.247-29 (JUN 1988)
- (b) F.O.B. Origin-Carload & Truckload Shipments 52.247-48 (ARR 1984)
- (c) Loading, Blocking & Bracing of Freight Car Shipment 52.247-34 (APR 1984)
- (d) Shipment of Supplies and Detention of Carrier's Equipment TACOM 52.247-4005 (OCT 1994)

F.10.3 Clause Not Applicable

- (a) F.O.B. Destination 52.247-34 (NOV 1991)

F.11 SHIPPING INSTRUCTIONS

F.11.1 The Contractor shall request shipping instructions, in writing, from the cognizant Contract Administrative Office not later than 30 days prior to schedule dates for initial inspection/acceptance.

F.11.2 Unless otherwise directed, shipment of MLRS Carriers will be FOB origin to:

CLO8NE
Lockheed Martin
Highland Industrial Park Highway 205
Post Office Box 1015
Camden, AR 71701-0001

F.11.3 MLRS Carriers shall be shipped with an interior protective cover for the transparent armor for the driver, gunner and commander windshields.

F.12 DELIVERY - FIELDING SCHEDULE DISCREPANCIES

F.12.1 If there are discrepancies between the delivery schedules and/or fielding schedules in Section B and F of the contract, Section F takes precedence.

F.13 ACCEPTANCE DATE FOR VEHICLES/KITS

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 33 of 63
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00073	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.			

F.13.1 Unless specified below, the date of vehicle/kits acceptance shall be the last working day in a given month.

F.14 FIELDING SCHEDULE BRADLEY M2A3 and M3A3

F.14.1 Program Year One Fielding Schedule - 109 vehicles (96 M2A3 and 13 M3A3)

Quantity	CLIN	Unit/Test	Location	Hand-off Date
1 M2A3	1001	PEI	PEI	Sep 02
1 M2A3	1001	Facility Vehicle	Santa Clara	Sep 02
3 M2A3	1001	OMNET	Ft. Hood	Oct 02
6 M2A3	1001	OPNET Trainer Certification	Ft. Hood	Oct 02
1 M2A3	1001	Ft. Greeley	Alaska	Jul 03
37 M2A3	1001	1/7 CAV	Ft. Hood	Jan 03
1 M3A3	1005	1/7 CAV	Ft. Hood	Jan 03
1 M2A3	1001	BDE/1 CAV	Ft. Hood	Mar 03
1 M2A3	1001	1/7 CAV	Ft. Hood	Apr 03
6 M2A3	1001	2/7 CAV	Ft. Hood	May 03
24 M2A3	1001	2/7 CAV	York	May 03
15 M2A3	1001	2/7 CAV	York	Jun 03
12 M3A3	1005	1/9 CAV	York	Jan 04

F.14.2 Program Year Two Fielding Schedule - 142 vehicles (46 M2A3, 40 M3A3, 56 A3 BFIST)

Quantity	CLIN	Unit/Test	Location	Hand-off Date
1 A3 BFIST	2005 & 2008	Yuma/Test	YPG, AZ	Oct 03
1 A3 BFIST	2005 & 2008	Yuma/Test	YPG, AZ	Nov 03
1 A3 BFIST	2005 & 2008	WSMR/Test	WSMR, NM	Nov 03
1 A3 BFIST	2005 & 2008	Log Demo/OMNET	Ft. Hood	Feb 04
3 A3 BFIST	2005 & 2008	OMNET	Ft. Hood	Feb 04
9 A3 BFIST	2005 & 2008	4 ID	Ft. Hood	Feb 04
13 A3 BFIST	2005 & 2008	4 ID	Ft. Hood	May 04
21 A3 BFIST	2005 & 2008	1 CD	Ft. Hood	Sep 04
6 A3 BFIST	2005 & 2008	1 CD	Ft. Hood	Nov 04
5 M2A3	2001	1/22 INF & 4 ID	Ft. Hood	Nov 03
1 M2A3	2001	FPT	APG	Nov 03
25 M2A3	2001	1/22/NF	Ft. Hood	Jan 04
9 M2A3	2001	1/22/NF	Ft. Hood	Feb 04
6 M2A3	2001	TRADOC	Ft. Benning	Apr 04
31 M3A3	2005	1/9 CAV	Ft. Hood	Jan 04
1 M3A3	2005	FPT	YPG	Jun 04
8 M3A3	2005	TRADOC	Ft. Knox	May 04

F.14.3 Program Year Three Fielding Schedule - 138 vehicles (121 M2A3, 8 M3A3, 9 A3 BFIST)

Quantity	CLIN	Unit/Test	Location	Hand-off Date
9 A3 BFIST	3005 & 3012	4 ID	Ft. Carson	Jun 05
1 M3A3	3005	EFPT	TBD Ship	Mar 05
7 M3A3	3005	TRADOC/Armor School	Ft. Knox	Jul 05
6 M2A3	3001	OMNET	4 ID Ft. Carson	Nov 04
1 M2A3	3001	FPT	TBD Ship	May 05
45 M2A3	3001	1/121 NF 4 ID	Ft. Carson	Feb 05
2 M2A3	3001	EFPT	TBD Ship	Mar 05
39 M2A3	3001	1/8/NF 4 ID	Ft. Carson	May 05
5 M2A3	3001	TRADOC	Ft. Knox	Jul 05
23 M2A3	3001	TRADOC	Ft. Benning	Jul 05

F.15 FIELDING SCHEDULE BRADLEY M2A2 ODS and M2 ODS

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 34 of 63
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00073	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.			

F.15.1 Program Year One Fielding Schedule - 13 vehicles (13 M2A2 ODS)

Quantity	CLIN	Configuration	Customer	Location	Hand-Off Date
13 M2A2	1011	ODS	GA ARNG	Ft. Stewart, GA	30 August 2002

F.15.2 program Year two Fielding Schedule-33 vehicles (13M3A2 ODS, 20 M2A2 ODS)

QUANTITY	CLIN	CONFIGURATION	CUSTOMER	LOCATION	HAND-OFF DATE
13	2015AB	M3A2 ODS	GA ARNG	Ft. Stewart, GA	27 May 2004
10	2015AA	M2A2 ODS	GA ARNG	Ft. Riley, KS	01 June 2004

QUANTITY		CONFIGURATION	CUSTOMER	LOCATION	HAND-OFF DATE
10	2015AA	M2A2 ODS	Mississippi ARNG	Camp Shelby, MS	30 June 2004

F.15.3 Kit Deliveries will be specified on B page of the Contract and Exhibits B and C of the Modification P00032.

F.15.4 Program Year Three Fielding Schedule - 63 vehicles (37 M2A2 ODS, 26 M3A2 ODS)

Quantity	Configuration	Customer	Unit/Test	Hand-Off Date
5	M2A2 ODS	Mississippi NG	OMNET	31 January 2005
15	M2A2 ODS	Mississippi NG	OPNET	28 February 2005
15	M2A2 ODS	Mississippi NG	OPNET	31 March 2005
13	M3A2 ODS	Mississippi NG	OPNET	30 April 2005
2	M2A2 ODS	Louisiana NG	OMNET/OPNET	31 August 2005
13	M3A2 ODS	Louisiana NG	OMNET/OPNET	31 August 2005

FPT vehicle needed by October 2004

F.15.5 The parties agree that in the event the Government requests to delay the vehicle fielding schedule hand-off dates from those established in paragraph F.15.4, the Contractor shall be permitted to present vehicles for DD250 acceptance at the original contractual fielding hand-off dates or at anytime prior to actual vehicle hand-off with the following exception: presentation of a vehicle for DD250 ahead of the revised hand-off date will be made only when the revised hand-off date shifts outside the quarter of the original fielding hand-off date. Delays in fielding meeting these conditions provide for presentation of the vehicles for DD250 acceptance may occur either at the York manufacturing site or the hand-off destination or other mutually agreed upon location. The Contractor shall withhold \$15,000 for deprocessing on the DD250 billing invoice until such time as deprocessing, in accordance with C.14 HANDOFF REQUIREMENTS, has been completed to the satisfaction of the Government. Once vehicle hand-off has been accomplished, the Contractor shall be entitled to liquidate the outstanding balance of the vehicle unit price, deprocessing withheld amount and any outstanding withheld amounts that have been cleared to the Government's satisfaction. Delays in fieldings shall also result in a charge of \$1,000 per month per vehicle for slippages greater than one month. Although vehicles may be DD250'd earlier than the fielding date, the Contractor remains liable for the vehicles until the fielding date.

F.16 ODS OPTIONS -35 vehicles

Quantity	Configuration	CLIN	Ship To	DD250 Date	Hand-off Date
5	M2A2	1015AB	Ft. Riley, KS	May 2003	31 October 2003
8	M2A2	1015AB	Ft. Riley, KS	May 2003	07 November 2003
8	M2A2	1015AB	Ft. Riley, KS	June 2003	07 November 2003
4	M2A2	1015AB	Ft. Riley, KS	June 2003	16 December 2003
10	M2A2	1015AB	Ft. Riley, KS	January 2004	29 January 2004

Withhold = \$8,000/vehicle for deprocessing
Potential for DD250 at York or fielding site depending on parts availability.

F.17 ODS DIGITIZATION "A" KITS

F.17.1 All kits shall be delivered FOB Origin at a site identified by the Contractor. Inspection and acceptance shall be origin.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 35 of 63
	PIIN/SIIN DAAE07-01-C-M016MOD/AMD P00073	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

F.17.2 The Contractor may accelerate delivery of Kits only at no additional cost to the Government.

F.17.3 Required deliveries for Program Year One ODS Digitization "A" Kit requirements:

KIT		CLIN	QUANTITY	DELIVERY DATE
57K1594	ODS-E	1026	29 each	March 2002
57K1594	ODS-E	1026	29 each	June 2002
57K1589	ODS Applique	1025	29 each	September 2002
57K1589	ODS Applique	1025	29 each	December 2002
57K1589	ODS Applique	1025	29 each	March 2003
57K1589	ODS Applique	1025	29 each	June 2003
57K1589	ODS Applique	1025	5 each	September 2003

F.17.4 If the Government exercises Special Provision H.61, "Option - Applique Kits" in its entirety, the following delivery schedule shall apply. If the Government exercises less than the full option quantity, the parties shall agree to a revised schedule, if any, at time of option exercise.

KIT		CLIN	QUANTITY	DELIVERY DATE
57K1588	M6	2027	18 each	31 May 2002
57K1588	M6	2027	18 each	30 June 2002
57K1587	MUA	2028	4 each	31 May 2002
57K1587	MUA	2028	5 each	30 June 2002

F.18 DELIVERY SCHEDULE MLRS A0/MLRS A1 CARRIERS:

For purpose of this contract, the delivery schedule for MLRS Carriers shall mean the month the carrier is submitted to the Government for inspection/acceptance and for DD 250 signature.

F.18.1 DELIVERY SCHEDULE - MLRS A0 CARRIER - PROGRAM YEAR ONE

Calendar Year 2002 (CLIN 1021)

MONTH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
QTY	0	0	0	0	0	3	3	3	3	3	3	1	19

F.18.2 DELIVERY SCHEDULE - MLRS (MINUS) CARRIER - PROGRAM YEAR ONE

Calendar Year 2002/2003 (CLIN 1022)

MONTH	DEC	JAN	FEB	MAR	APR	TOTAL
QTY	0	2	3	3	2	10

F.18.3 DELIVERY SCHEDULE - MLRS A0 CARRIER - PROGRAM YEAR TWO

Calendar Year 2003 - 2004 (CLIN 2021AA)

I-----2003-----I---2004--I														
MONTH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
QTY	0	0	0	3	3	3	2	3	3	3	3	2	1	26

F.19 PERIOD OF PERFORMANCE FOR REFURB OF TEST VEHICLES

F.19.1 Clin 1009 for Jul 02 through Jan 04

F.20 DELIVERY SCHEDULE FOR BRADLEY ADVANCED TRAINING SYSTEMS (BATS)

Calender Year 2003

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 36 of 63
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00073	

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

CY03	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
CLIN 2030												
Fort Knox (5)					5							
Fort Benning (6)							6					

CY02	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
CLIN 2031												
Replenishment of FY99 Spares												
Oct 2002 (Dyncorp)										1 Lot		

CY03	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
CLIN 3030												
Image Generators					2 IGs							

CLIN 3031												
BATS Spares Fort Knox					1 lot							

F.20.1 UDLP shall deliver the spare IGs to the Fort Knox address specified in paragraph E.8. This shipment will be consolidated with the shipment of BATS trainers.

F.20.2 UDLP shall deliver the Lot of BATS spares to the Fort Knox address specified in paragraph E.8. This shipment will be consolidated with the shipment of BATS trainers.

F.20.3 UDLP shall perform the upgrade of the FY99 BATS-G as follows

CY03	Jan	Feb	Mar	Apr
Fort Hood	5			
Fort Benning	4			
Fort Knox		4		

All cables and upgrade hardware for the BATS on CLIN 2030 will be delivered with the BATS units.

F.21 600 HP ENGINE INSTALLATION KIT

CLIN 3028AA

QUANTITY	DELIVERY DATE
1	30-JUN-2003
6	31-JUL-2003
6	30-AUG-2003
6	30-SEP-2003
5	31-OCT-2003

CLIN 3028AB

QUANTITY	DELIVERY DATE
7	APRIL 30, 2003
6	MAY 31, 2003
4	JUN 30, 2003

CLIN 3028AC -OPTION FOR QUNTITY OF 113

Deliveries will be determined at time of option excercise.

MODIFICATION P00040

BELOW DELVERY DATES RESPRESENTS THE DATES THE KITS WILL BE DD250 AT YORK.

CLIN 3028AD
Revised by modification P00047

QUANTITY	DELIVERY DATE
6	31-JUL-2003
7	29-AUG-2003
8	30-SEP-2003
7	31-OCT-2003
5	28-NOV-2003
5	31-DEC-2003
6	30-JAN-2004
7	27-FEB-2004
7	31-MAR-2004
7	30-APR-2004
7	28-MAY-2004
6	30-JUN-2004

CLIN 3028AE

QUANTITY	DELIVERY DATE
1	29-OCT-2003
6	28-NOV-2003
6	31-DEC-2003
6	30-JAN-2004
6	27-FEB-2004
6	31-MAR-2004
3	30-APR-2004

CLIN 3010 Delivery Requirement:

The 146 remanufactured 600 HP engines shall be delivered 31 Dec 05. Early delivery is acceptable.

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 38 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATION OF FAR 52.232.32, PERFORMANCE-BASED PAYMENTS (MAY 1997)

G.1.1 As required by FAR 52.232-32, Performance-Based Payments (May 1997), the following information is provided concerning the establishment and administration of performance-based payments.

(a) Attachment 9 is added to this contract and provides the amounts to be paid upon successful performance on the corresponding events.

G.1.2 These events have been established on a delivery item basis. The above schedules allocate the payments associated with each event performed, per contract. The events within each schedule are consecutive and are not to be paid out of sequence.

G.1.3 Personnel from the cognizant DCMC office will verify successful performance through inspection and/or review of event documents prior to concurring that the event has been successfully performed.

(b) In addition to the requirements of FAR 52.232-32, the form and manner of Contractor requests for payment shall comprise: Identification of any event that has been successfully performed for which payment is being requested. UDLP, GSD certification, as it applies, stating that an event has been successfully performed, signed by an authorized UDLP GSD official and concurred by the Administrative Contracting Officer. The original copy of the commercial payment request with item (2) above will be submitted to DFAS. The Contractor shall NOT use the SF 1443, Progress Payment Request form, for its performance-based payment requests. A segregation of the amount to be paid by ACRN: There shall only be one payment request per month for all events. The segregation of the amounts to be paid by ACRN shall be an attachment to the payment request, as coordinated by the Administrative Contracting Officer.

(c) "Contracting Officer" as used in FAR 52.232-32 is the cognizant Administrative Contracting Officer (ACO) at DCMC. UDLP GSD shall not submit payment requests directly to DFAS.

(d) The liquidation rate applicable to the schedules of Attachment 9 of this contract will be the percent of the contract price (90.0%) that was previously paid under the performance-based milestone payments. FAR 52.232-32 and the information provided in this Section G clause in no way limit the Government's rights pursuant to the "Inspection of Supplies-Fixed Price" and "Correction of Deficiencies" clauses of this contract.

(e) The Contractor shall maintain the following records and controls for administration of FAR 52.232-32: Copies of all United Defense, L.P. certifications stating that an event has been successfully performed. Copies of all commercial payment requests submitted and records of actual payments received. Any other records and controls as may be required for the proper administration of PBP under this contract.

(f) The Government and the Contractor acknowledge the potential need to reevaluate the existing milestone plan that supports the Contractor performance-based payment monthly request. Therefore, the two parties agree to perform a reevaluation of the contractually established milestone schedule when either party feels it is appropriate to do so, in order to validate the accuracy of the milestone schedule. If it is agreed that there appears to be a deficiency in the accuracy of the contractually established milestone plan, as a result of this reevaluation, then the Government and the Contractor agree to reopen negotiations to establish an accurate milestone schedule.

G.2 INTERIM INVOICE PROCEDURE

G.2.1 When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(I)(c), the contractor may submit interim vouchers directly to the paying offices. Such authorization does not extend to the first and final vouchers. The contractor will continue to submit first and final vouchers to the following DCAA office: DCAA, Pennsylvania Branch Office, 700 America Avenue, Suite 100, King of Prussia, PA 19406-4031. A copy of all final vouchers will be sent to the ACO.

G.2.2 Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the written notice to rescind the direct submission authority, the contractor will immediately begin to submit public vouchers for the affected contracts to DCAA.

G.3 RESERVED

G.4 PAYMENT FOR REQUIREMENTS - SEPARATE FROM PERFORMANCE BASED PAYMENTS

G.4.1. The contractor shall bill and the Government shall pay, upon the award of contract Modification P00073, for the ASL Combat Spares listed in Exhibit H, CLIN 3015AA. The total billing for this CLIn shall be \$312,972.67. The ACO will approve the invoice evidenced by signature. This billing will be separate from the performance based payment billings and shall be paid, without supporting documentation for the purposes of verification, at 100% of the invoice amount.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 39 of 63
	PIIN/SIIN DAAE07-01-C-M016MOD/AMD P00073	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

G.5 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATIONS CITATIONS

G.5.1 CLIN 1008AA is established as an informational (non-deliverable) Sub Line item to provide for payment for CLIN 2001AA from an additional ACRN. Payment for each deliverable under CLIN 2001AA (FY02 A3s) shall be made as follows:

CLIN 2001AA Disburse in order shown: ACRN AA up to \$5,656,000.00 then ACRN AF.

G.5.2 CLINs 1008AB and 1008AC are established as informational (non-deliverable) Sub Line items to provide for payment for CLINs 3001AA and 3005AA for ACRN AS. Payment for each deliverable under CLINs 3001AA and 3005AA (FY03 A3s) shall be made as follows:

CLIN 3001AA Disburse in order shown: ACRN AA up to \$1,406,996, then ACRN AF up to \$679,955, then ACRN AS.

CLIN 3005AA Disburse in order shown: ACRN AA up to \$4,140,657, then ACRN AF up to \$2,001,045, then ACRN AS.

*** END OF NARRATIVE G 001 ***

PRON/ LINE AMS CD/ ITEM MIPR		OBLG STAT/ ACRN JOB ORD NO		PRIORITY AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
3008AA	7230720V72 31102897002 A13P3002720D	AS	2	\$	3,930,000.00	\$	1,834,980.50	\$ 5,764,980.50
3013AA	7230930V72 31102897002 A13P3002720D	AS	2	\$	0.00	\$	15,565,447.35	\$ 15,565,447.35
3014AA	7230940V72 31102897002 A13P3002720D	AS	2	\$	0.00	\$	15,208,478.22	\$ 15,208,478.22
3015AA	723SPR0372 33104540047 A13P30477247	AW	2	\$	0.00	\$	312,972.67	\$ 312,972.67
NET CHANGE						\$	32,921,878.74	

SERVICE NAME	NET CHANGE BY ACRN		ACCOUNTING CLASSIFICATION		ACCOUNTING STATION	INCREASE/DECREASE AMOUNT	
Army	AS	21	32033000035R5R03P31102831E9	S20113	W56HZV	\$	32,608,906.07
Army	AW	21	32033000035R5R03P33104531E9	S20113	W56HZV	\$	312,972.67
NET CHANGE						\$	32,921,878.74

PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT	
NET CHANGE FOR AWARD:	\$ 780,026,565.54	\$	32,921,878.74	\$	812,948,444.28

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 40 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.24 to H.29 RESERVED

H.30 WARRANTY OF WEAPON SYSTEMS - MLRS CARRIERS ONLY

H.30.1 The following provision is applicable to the MLRS carriers under this contract.

H.30.2 Definitions:

H.30.2.1 Acceptance--is execution by an authorized Government representative of a DD form 250 and means the act by which the Government assumes for itself, or as an agent of another, ownership of the identified supplies or recognizes completion of partial or total performance specified in the Contract.

H.30.2.2 Supplies--are the end item vehicles and each component thereof furnished by the Contractor under this contract. The work does not include data or software.

H.30.2.3 Failure--is any condition or characteristics in any supplies furnished under the contract that is not in compliance with the requirements of the Contract to the extent that the supplies do not perform as prescribed in the appropriate -10, -20 and/or -34 technical manuals in effect on the date of this Contract and as may be amended by technical bulletins and flash bulletins.

H.30.2.4 Performance Requirements--is defined as operation of the vehicles warranted hereunder for the period of the warranty in accordance with the vehicle Performance Specification released for the production contract. No contract modification which changes the detail design and affects the performance requirements of the vehicles as reflected in the contract Performance Specification shall be put in place under the contract as a requirement until proven out with appropriate testing to assure that such change will not adversely impact vehicle performance requirements to levels demonstrated and accepted by the government during testing.

H.30.2.5 Design and Manufacturing Requirements--are defined as those structural and engineering plans and manufacturing particulars, including precise measurements, tolerance, materials and finished product test for the system being produced as applicable to vehicles deliverable under the contract.

H.30.2.6 Warranted Design Item--is defined as an item introduced into the baseline configuration by a change developed by the contractor to design and manufacturing requirements embodied in an executed change order(s) to the baseline configuration as set forth in C.60 of the contract.

H.30.2.7 Redesign--is defined as the remedy applicable to correct defective warranted design items when workmanship and material and design and manufacturing nonconformance have been eliminated as the cause of failure or defect.

H.30.2.8 System Defect--is a classification of failure of the same component which occur, or may occur, over the period of the warranty with a frequency, pattern, or sameness to indicate a logical regularity or occurrence which exceeds twice the expected rate of failure as set forth in the Vehicle Master Provisioning Record that requires multiple vehicle or fleet-wide corrective action.

H.30.3 Coverage:

H.30.3.1 Notwithstanding inspection and acceptance by the Government of supplies under this contract or any clause of this contract concerning the conclusiveness thereof, the contractor warrants for the periods set forth herein that all supplies provided under this contract:

- a) will be free from all defects in material and workmanship that would cause the warranted items to fail to meet the requirements of this contract; and
- b) will conform to the design and manufacturing requirements set forth in Section C of this contract; and
- c) will meet the performance requirements.
- d) The above warranties are applicable to supplies furnished hereunder.

H.30.4 Contractor Liability

H.30.4.1 The Contractor shall be liable for the costs of correction of all defects resulting from breach of any of the three

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073</p>	<p align="center">Page 41 of 63</p>
---	---	--

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

warranties listed in paragraph H.30.3.1, above, up to and including vehicle handoff to the user. Such costs include vehicle disassembly and removal of defective components, replacement components, installation of replacement components and vehicle reassembly. Should the Government require the Contractor to correct or partially correct a defect, the Contractor shall correct the defect at either the Contractor's plant or at the location of the defective supplies. If defective supplies are returned to the Contractor's plant for correction, the Contractor shall bear the transportation costs to its plant and return to the Government. The Government shall provide reasonable evidence in support of each claim of defect including parts, where necessary to establish the nature of the defect at Government expense.

H.30.4.2 After vehicle handoff to the user, and in the event the Government determines that a systemic defect exists in the supplies delivered under this contract, and such defect is determined to be the result of a breach of any of the three warranties in paragraph H.30.3 above, then the Contractor shall be liable for the cost of correction of such systemic defect. Such costs include vehicle disassembly and removal of defective components, replacement components, installation of replacement components and vehicle reassembly. Should the Government require the Contractor to correct or partially correct a defect, the Contractor shall correct the defect at either the Contractor's plant or at the location of the defective supplies. If defective supplies are returned to the Contractor's plant for correction, the Contractor shall provide reasonable evidence in support of each claim of systemic defect including parts, where necessary to establish the nature of the defect, at Government expense.

H.30.4.3 In addition to the remedy set forth in paragraph H.30.3 above, if such a systemic defect(s) exists in a warranted design item and workmanship and material design and manufacturing nonconformance have been eliminated as the cause of such defect, the contractor shall be liable for redesign of such defective item, including any testing required to validate/qualify the proposed redesign, plus any other effort normally associated with an ECP, provide the redesigned item for vehicles delivered with the defective item, and incorporation of the redesign item into remaining vehicles to be manufactured under this contract, at no increase in cost to the Government.

H.30.5 Redesign and Testing

H.30.5.1 The Contractor's responsibility for warranted design items delivered under this contract shall continue for an eighteen (18) month period following delivery to first end item user.

H.30.5.2 To the extent correction will require redesign, the Contractor shall submit to the Contracting Officer a written redesign plan within 45 days, or such other period as may be mutually agreeable, after receipt of the contracting Officer's notice. The Contracting Officer shall within 30 days after receipt of the Contractor's redesign plan either accept or reject the plan. If the Government accepts the plan, the Contractor will proceed with the redesign effort at the Contractor's expense. If the Contractor's recommended redesign is determined to be inadequate, the Contractor shall be informed of the extent of the inadequacies and shall submit a revised recommendation within 30 days after receipt of such information.

H.30.5.3 If the contractor's initial and/or revised recommended redesign can be demonstrated to correct the systemic defect, but the Government directs an alternative redesign be implemented, the Contractor shall be entitled to an equitable adjustment for any increased cost to the Contractor caused by implementing the Government's redesign over the cost of implementing the Contractor's proposed redesign, and the Contractor shall have no warranty obligation with respect to the Government's directed redesign.

H.30.5.4 Where the tests for a warranted design item are not satisfactorily completed until after incorporation of the ECP into the contract, warranty coverage shall commence when such items are initially incorporated into the vehicles, except that when the item configuration (design) has been further changed as a result of test and evaluation findings, warranty coverage shall commence when the item conforming to the configuration that satisfactorily completed the tests is initially incorporated into the vehicles.

H.30.6 Notice

H.30.6.1 Within 60 days from the discovery of defective parts during the failure free period of the warranty, the Government shall provide written notice to the Contractor by means of a DA form 2407 or DA form 5504 of the failure of supplies to conform to the Contractor's warranties and the remedy elected. Such notice shall include a claim for reimbursement of labor calculated by utilizing the time estimates to repair found in the Maintenance Allocation Chart, times a Government labor rate and parts based on Government costs. However, Government failure to provide written notice within the 60 days period shall not form a basis for the Contractor to refuse to honor its warranty obligation.

H.30.6.2 Any claim for correction of a systemic defect including redesign shall be invoked by the Contracting Officer giving notice to the Contractor within 45 days after the conditions defining systemic defect as set forth above, have been adequately demonstrated to the Contracting Officer. Such claim shall be in writing and shall cite the basis for such determination and any required corrective action. The contractor shall have no liability under this warranty unless such notice is received within 45 days after completion of the applicable warranty period for systemic defects relating to workmanship and material, design and manufacturing requirements, performance requirements of the warranted design items.

H.30.7 Period

H.30.7.1 Except for the extended periods provided herein for warranted design items, the basic vehicle warranty shall extend from the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073 </p>	<p style="text-align: center;">Page 42 of 63</p>
--	--	---

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

date of acceptance of each vehicle to the end of the 15th month after the date of acceptance or 6 months after deprocessing of FMS customers, whichever is longer.

H.30.8 Field Maintenance Responsibility and Liability

H.30.8.1 Maintenance performed by US Government personnel in accordance with published maintenance procedures, shall not void any coverage under this warranty and shall be at US Government expense, including parts and labor.

H.30.8.2 Use by US Government of MIL-SPEC parts shall not void the warranty unless it can be determined that failure is caused thereby.

H.30.9 Rights and Equitable Adjustment

H.30.9.1 If upon determination of warranty claim the US Government elects to repair the warranted items at Government expense, or if the US Government elects not to require redesign, repair or replacement of defective or non-conforming warranted supplies to which it is otherwise entitled at contractor expense under this warranty, the US Government shall be entitled to an equitable adjustment. The amount of the equitable adjustment for repair/replacement of warranted supplies shall be the lower of the replacement cost or the agreed upon estimated repair cost to the Contractor. The replacement cost shall be the amount originally charged to the Government in the Contractor's bill of material for the defective supplies.

H.30.10 Exclusions

H.30.10.1 The provisions of this warranty will not apply to any warranted supplies if failure has been caused by:

- a) Improper installation or maintenance by US or FMS Government.
- b) Operation contrary to the Technical Manuals design operating parameter, or other written instructions provided to and approved by the Government in such a way to be a principal cause of the failure.
- c) Repair or alteration by the Government in such a way as to induce a failure.
- d) Misuse, neglect or accident on the part of the Government personnel.
- e) Combat damage.
- f) Foreign object damage.
- g) Failure caused by acts of God, subversion, riots, vandalism, or sabotage, or fire or explosion induced by or originating from sources external to the warranted items.
- h) Damage attributable to improper packaging, packing, crating, handling or storage by the US or FMS Governments or their agents to the extent of such damage.

H.30.11 Disclaimers and Limitations

H.30.11.1 Disputes arising under this Contract shall be resolved in accordance with the clause of this contract entitled "Disputes".

H.30.11.2 This warranty is the only warranty applicable to the MLRS carriers delivered hereunder and specifically excludes liability for loss, damage or injury to third parties, and any and all consequential damage. All implied warranties and warranties of fitness for particular purpose are excluded from any obligation under this contract.

H.30.11.3 With respect to Government furnished property, the Contractor's warranty including its warranty with respect to redesign shall extend only to proper installation so as not to degrade its performance and/or reliability, unless the Contractor is required to perform modification or authorized repair on such Government furnished property, in which case the Contractor's warranty shall extend to such modification or authorized repair.

H.30.11.4 This warranty is non-transferable to other DOD agencies and is to the benefit of US or FMS Governments and not to third parties.

H.30.11.5 The rights and remedies of the Government provided in this clause:

- a) shall not be affected in any way by any items and conditions of this Contract concerning the conclusiveness of inspection and acceptance.
- b) Are in addition to, and do not limit, any rights afforded the Government by any other clause of this contract, including, but not limited to, initial acceptance test criteria.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 43 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

c) The contractor shall not be liable for warranty claims if it is determined that the failed part(s) was/were provided by any source other than the Contractor.

d) The Contractor shall be entitled to an equitable adjustment in the contract price where no failure is determined to have occurred and the warranty claim was asserted without reasonable cause.

e) The provisions of this warranty do not apply to consumables, lubricants, or other items normally replaced as part of scheduled maintenance, tuneups, calibrations, or other adjustments, or normal wear and tear.

H.30.12 The Government reserves the right to delete this clause H.30 unilaterally prior to DD 250 sign-off. If the Government exercises this right, the per vehicle prices of MLRS carriers under CLINs 1021 and 1022 shall be reduced by \$5,500 per carrier.

H.31 LIMITATION OF PRICE AND CONTRACTOR OBLIGATION

H.31.1 Funds available for performance of the effort of this contract are the funds obligated in Section G of the contract. The funds are further described at Paragraph H.32 titled "Multiyear Contract Funding and Program Year Call Ups", below. The amount of funds available at award is not considered sufficient for the performance for any program year other than the First Program Year. When additional funds are available for the full requirements of the next succeeding Program Year, the Contracting Officer shall, not later than the date specified in Paragraph H.32 (unless a later date is agreed to), notify the Contractor in writing. The Contracting Officer shall also modify the amount of funds described in paragraph H.32 below, as available for contract performance. This procedure shall apply for each successive Program Year.

H.31.2 The Government is not obligated to United Defense for any amount over that described in the Schedule (see H.32) as available for contract performance.

H.31.3 The Contractor may incur labor, material, and other associated recurring costs to satisfy requirements of any program year under this contract, provided that the costs are:

- (1) reasonable, allocable, and allowable;
- (2) properly incurred under the contract; and
- (3) either fully funded or funded with advance procurement funds (EOQ funding) consistent with the special contract provisions entitled "Multiyear Contract Funding and Program Year Callups" and "Cancellation Under Multiyear Contracts".

H.31.4 If this contract is terminated under the "Termination for Convenience of the Government" clause, "total contract price" in that clause means the amount available for performance of this contract, as specified in Paragaraph H.31.1 above, plus the amount established as the cancellation ceiling. "Work under the contract" in that clause, means the work under program year requirements for which funds have been made available. If the contract is terminated for default, the Government's right under this contract shall apply to the entire multiyear requirements.

H.31.5 Notification to the Contractor of an increase or decrease in the funds available for performance of this contract under another clause (i.e., an "Option" or "Changes" clause) shall not constitute the notification contemplated by Paragraph H.31.1, above.

H.32 MULTIYEAR CONTRACT FUNDING AND PROGRAM YEAR CALL UPS

H.32.1 FUNDS: Funds available for performance of this contract are the funds obligated in Section G. Funds available for performance by program year are set forth below. Additionally, for the purpose of the special provision of this contract entitled "Limitation of Price and Contractor Obligations", the Contracting Officer shall notify the Contractor in writing (contract modification) of the availability of funds for the full requirements of succeeding program years:

	FUNDING
a) First Program Year:	\$258,580,711.76
b) Second Program Year:	\$274,420,261.00
c) Third Program Year:	\$209,121,190.00
d) Egypt MLRS	\$ 23,417,971.98
TOTAL	\$765,540,134.74

H.32.2 ECONOMIC ORDERING QUANTITY: The amount of funds which are set forth above at the time of award is not sufficient for

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 44 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

performance of the Second or Third Program Year requirements. Funds are presently available as shown below for advance acquisition of material in Economic Order Quantities (EOQ).

H.32.2.1 Funding for advance acquisition of material in Economic Order Quantities (EOQ) for Program Year Two in the amount of \$5,656,000 is available and will be provided upon execution of this contract. The Contractor is authorized to initiate such advance acquisition of material in EOQs as authorized by this contract. This funding constitutes the Governemnt's termination liability until such time as the remainder of Program Year Two is either fully funded or cancelled.

H.32.2.2 Funding for advance acquisition of material in Economic Order Quantities (EOQ) for Program Year Three in the amount of \$8,228,653 is available and will be provided upon execution of this contract. The Contractor is authorized to initiate such advance acquisition of material in EOQs as authorized by this contract. This funding constitutes the Government's termination liability until such time as the remainder of Program Year Three is either fully funded or cancelled.

H.32.3 PROGRAM YEAR TWO CALLUP: If the Second Program Year is not cancelled, and unless a later period is agreed upon by the parties, the Contracting Officer shall notify the Contractor in writing of an increase in the amount set forth in Paragraph H.32.1 for performance of the requirements for the Second Program Year. The Government shall have the right to unilaterally call up the Second Program Year requirements. Program Year Two call up shall consist of one hundred forty-two (142) A3 configured vehicles (forty-four (44) M2A3s and ninety-eight (98) M3A3s) and the cost reimbursement CLIN for test vehicle refurbishment as identified by the below CLINS.

		FIXED PRICE REDETERMINABLE		
CLIN 2001	44 each M2A3	\$67,037,739.00		
CLIN 2005	98 each M3A3	\$146,111,455.00		
		COST PLUS FIXED FEE		
		<u>COST</u>	<u>FIXED FEE</u>	<u>COST PLUS FIXED FEE</u>
CLIN 2009	Test Refurbishment	\$419,651.00	\$35,669.00	\$455,320.00

H.32.4 Program Year Three Callup: If the Third Program Year is not cancelled, and unless a later period is agreed upon by the parties, the Contracting Officer shall notify the Contractor in writing of an increase in the amount set forth in Paragraph H.32.1 for performance of the requirements for the Third Program Year. The Government shall have the right to unilaterally call up the Third Program Year requirments. Program Year Three call up shall consist of one hundred thirty-eight (138) A3 configured vehicles (thirty-five (35) M2A3s and one hundred and three (103)M3A3s) and the cost reimbursement CLIN for test vehicle refurbishment as identified by the below CLINS.

		FIXED PRICE REDETERMINABLE		
CLIN 3001	35 each M2A3	\$ 53,517,685.00		
CLIN 3005	103 each M3A3	\$152,020,500.00		
		COST PLUS FIXED FEE		
		<u>COST</u>	<u>FIXED FEE</u>	<u>COST PLUS FIXED FEE</u>
CLIN 3009	Test Refurbishment	\$221,142.00	\$18,797.00	\$239,939.00

H.33 CANCELLATION UNDER MULTIYEAR CONTRACTS

H.33.1 "Cancellation," as used in this clause, means that the Government is cancelling requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer--

- (1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or
- (2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

H.33.2 Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the termination for convenience of the Government clause.

H.33.3 If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

H.33.4 The cancellation charge will cover only --

- (1) Costs--

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 45 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

(i) Incurred by the Contractor and / or subcontractors;
(ii) Reasonably necessary for performance of the contract; and
(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

H.33.5 The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than one (1) year from the date--

(1) of notification of nonavailability of funds;

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

H.33.6 The Contractor's claim may include--

(1) Reasonable nonrecurring costs (see FAR Subpart 17) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

H.33.7 The claim shall not include--

(1) Labor, material, or other expenses incurred by the contractor or subcontractors for performance of the cancelled work;

(2) Any cost already paid to the Contractor; and

(3) Anticipated profit or unearned fee on the canceled work

H.33.8 This contract includes an Option(s) clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

H.33.9 Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

H.34 M2A3/M3A3 CANCELLATION CEILINGS

H.34.1 Cancellation shall occur if the Contracting Officer fails to notify the Contractor by the respective dates below. Cancellation ceilings for program year 2 and program year 3 of the multi-year are provided below. Pursuant to FAR 52.217-2 the amounts represent the maximum amount the Government may be liable for under said clause in the event any program year(s) are cancelled. All option CLINs are excluded from the cancellation ceiling.

Cancellation ceiling for program year two through three is \$19,994,498	30 March 2002
Cancellation ceiling for program year three is \$18,954,529	31 March 2003

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 46 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

H.35.1 Performance-Based Payments

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payments. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs(1) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract, and approved requests shall be paid in accordance with the prompt payment period and provisions specified for contract financing payments by that clause. However, if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification, payment is not required, and the prompt payment period shall not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract(which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's(i)Failure to make progress; or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property. As used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices: (i) Parts, materials, inventories, and work in process; (ii)special tooling and special test equipment to which the

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073</p>	<p>Page 47 of 63</p>
----------------------------------	---	-----------------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

Government is to acquire title under any other clause of this contract; (iii) nondurable (i.e., nonmarital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not (i) Delivered to, and accepted by, the Government under this contract; or (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractors records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause:

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall (i)excuse the Contractor from performance of obligations under this contract; or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(1) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 48 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contracts description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractors certification. As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

H.36 ESSENTIALITY/MATERIALITY OF DELIVERY SCHEDULE

H.36.1 For purposes of the Performance Based Payments clause (See provision H.35, above) it is agreed and understood that the vehicle fielding and data delivery schedules is a material requirement of this contract. The Government may reduce or suspend payments in the event the Contractor becomes delinquent in deliveries or where it is evident that delivery will not be timely because of the Contractors failure to make progress.

H.37 MATERIAL REQUIREMENTS

H.37.1 In accordance with FAR 52.211-5 of this contract entitled Material Requirement, the used, reconditioned or remanufactured materials listed in Attachment 10 to the contract entitled "Approved Used, Reconditioned or Remanufactured Material" have been approved for use under the contract.

H.38 DATA RESPONSIBILITY

H.38.1 Recognizing that a visual review, by the Government, of data delivered or released under this contract may be insufficient to prove out their adequacy for intended use, the Contractor shall certify prior to contract completion, that to the best of his knowledge and belief all such data are complete and conform to the data requirements of this contract. Failure of related data, made under the terms of this contract, to meet the requirements thereof shall be cause for rejection as unacceptable. Prior to final acceptance of the drawings and related data by the Government, the Contractor shall submit evidence that drawings and related data rejected as unacceptable have been corrected. Notwithstanding such final acceptance, the Government may require the Contractor to remedy by correction or replacement, as directed by the Contracting Officer, data deficiencies (i) at any time during the performance of this contract, and (ii) for a period of three (3) years thereafter, in accordance with Special Provision H.17 of this contract entitled WARRANTY OF DATA.

H.39 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

H.39.1 In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty free entry for all qualifying country supplies (end products and components) all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments clause), the following foreign end products that are neither qualifying

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 49 of 63
---------------------------	---	----------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

country end products nor eligible end products under a trade agreement, and the following foreign nonqualifying country components, are accorded duty-free entry:

Part Number	Description	Vendor
01) 12369774-F	Turrent Ring Forging	Canadian Forgings Inc.
02) 12369775-F	Turrent Ring Forging	Canadian Forgings Inc.
03) 12369776-F	Turrent Ring Forging	Canadian Forgings Inc.
04) 12369777-F	Turrent Ring Forging	Canadian Forgings Inc.
05) 12369778-F	Intake Grill Forging	Canadian Forgings Inc.
06) 12334321-F	Shield Field Forging	Canadian Forgings Inc.
07) 12295295-F	Bracket Forging	Canadian Forgings Inc.
08) 12369308	Shock Absorber	General Kinetics Engineering Corp.
09) 12359649	Plain Bearing	General Kinetics Engineering Corp.
10) M5506622	Steel Armor Plate	Stelco
11) M5323572	Steel Armor Plate	Stelco
12) M5504740	Steel Armor Plate	Stelco
13) 12367362-S	Mount Hinge Support	Vestshell Inc.
14) 13385234-3S1	Hinge Support	Vestshell Inc.
15) 12385234-4S1	Hinge Support	Vestshell Inc.
16) 9380346-14C	Lug Sight Arm Inv	Vestshell Inc.
17) 12307272-C	Hinge Com Casting	Vestshell Inc.
18) 12359272-C	Control Rod Plate	Vestshell Inc.
19) 254772-1	Bracket	Vestshell Inc.
20) 12307410-C	Bracket Casting	Vestshell Inc.
21) 12359290-C	Bracket Casting	Cabiran C/O Mistral
22) 12297231-C	Bracket Casting	Cabiran C/O Mistral
23) 12359291-C	Eye Bracket Casting	Cabiran C/O Mistral
24) 12294495-C	Casting Support	Cabiran C/O Mistral
25) 12298207-2	Retainer Tie Down	Cabiran C/O Mistral
26) 12294396-C	Casting Coupling	Cabiran C/O Mistral
27) 12294397-C	Output Casting Coupling	Cabiran C/O Mistral
28) 12466033-1	Color Flat Panel Display	Computing Devices of Canada (CDC)
29) 3227398-0001	BIOC Display Kit	Raythen Electronic Systems (Supplier Brimar Ltd, U.K.)
30) 12350934-F	Forging, Cover	Canada Forgings Inc.
31) 264X13031X5000	Bearing, Roller	SKF USA
32) 12297950	Bearing, Pair	SKF USA
33) 12308476	Journal Assembly	Dana Corporation
34) 05-2-3443	Spider and Bearing	Dana Corporation

H.39.2 For MLRS vehicles acquired under the contract, these additional items shall apply:

Part Number	Description	Vendor
01) 1229577	S Sprocket	Canadian Forgings Inc.
02) 12300346	Heater	Espar Products

H.40 GOVERNMENT RIGHT TO FURNISH PROPERTY, MATERIAL, AND/OR EQUIPMENT and SHIPMENT

H.40.1 The Government shall furnish in a timely manner the items listed in Attachment 1 of this contract to support build of vehicles. The Government reserves the right to bulk deliver the items to the Contractor. Bulk delivery must occur more than 120 days in advance of the vehicle build schedule. The Contractor is responsible for notifying the Government of any changes in build schedules.

H.40.2 In addition to the Government furnished property, material and/or equipment described in Attachment 1 of this contract, the Government reserves the right to furnish to the Contractor other items of Government property, material and/or equipment or to increase the quantities specified in Attachment 1.

H.40.3 The contractor shall promptly take such action as the Contracting Officer may direct with respect to such additional property, material and/or equipment. In the event the Government exercises its right under this paragraph, the parties will agree to equitably adjust the contract price and/or delivery schedule or performance dates in accordance with the procedures provided for in the "Changes" clause of this contract. The contractor shall submit either a proposal for equitable adjustment or rationale for no equitable adjustment within thirty-(30) days following the Contracting Officer's notice of change. Failure to agree to an equitable adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause.

H.40.4 All property furnished pursuant to this paragraph shall be subject to the provisions of the "Government Property" clause of this

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 50 of 63
	PIIN/SIIN DAAE07-01-C-M016MOD/AMD P00073	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

contract.

H.41 USE OF GOVERNMENT PROPERTY AND FACILITIES

H.41.1 The Contractor based this contract price on rent-free use of property and facilities that were initially made available under other contracts (see below). The Government property and facilities are in the possession of the Contractor and subcontractors accountable under the below listed Government contracts. Rent-free, non-interference use of Government property accountable under those contracts is approved.

CONTRACT	CONTRACTOR	PROGRAM
a) DAAE07-95-C-X030	United Defense	System Technical Support
b) DAAE07-96-C-X036	United Defense	BFV Remanufacture
c) DAAE07-96-C-X069	United Defense	MLRS manufacture
d) DAAE07-00-C-M002	United Defense	BFV Remanufacture
e) DAAE07-01-C-M011	United Defense	BFV Remanufacture

H.42 SECURITY REQUIREMENTS

H.42.1 Contract Security Classification Specification DD Form 254, Attachment 11, is applicable to performance under this contract.

H.43 DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE

H.43.1 The Department of Defense Activity Address Code (DODAAC) for use under this contract is CKOP12.

H.44 CONTRACT ADJUSTMENT CLAUSES

H.44.1 The price for this contract was negotiated with the understanding that the total quantities of vehicles and kits specified in H.44.4 would be placed on contract in the manner specified elsewhere in this contract (at basic award, through callups, or through options). As a result, the unit prices established for these vehicles and kits include such things as the impacts of learning based on the specified quantities, the amortization of non-recurring costs over the specified quantities, and the bundling of like material/LRUs with single supplier(s) and/or the combined vehicle/kit material/LRUs within a given program year and between program years. It is further understood that the contract price was negotiated with the understanding that the Contractor has agreed upon long term contracts that exceed the base quantity requirements of this contract, which are included in the bundled material/LRUs. Attachment 12 to the contract contains a listing of the material/LRUs that were bundled for determination of the contract price. The following paragraphs H.45 and H.46 contain provisions for the potential re-pricing of the contract should the Government not act upon the requirements specified in the individual clauses.

H.44.2 Should the Government fail to call up Program Year Two or Program Year Three Bradley A3 vehicles, the provisions at H.33 and H.34 shall apply for the Bradley A3 vehicle impact.

H.44.3 Should the Government partially terminate for convenience a portion of the contract, the provisions of the contract's Termination for Convenience of the Government (Fixed Price) clause (FAR 52.249-2) shall apply. Contract equitable adjustment as a result of such a reduction or termination shall include the impact of the reduction/termination on each of the vehicles/kits and is not limited to the specific vehicle/kit actually reduced/terminated. For the purposes of this clause, the provisions of FAR 52.249-2, subparagraphs (f) and (l) are assumed to include all vehicles/kits under the contract including vehicles and kits not specifically subject to reduction/termination.

H.44.4 For purposes of the adjustment clauses the bundling is based on the following minimum quantity of vehicle systems and kits being acquired:

	Program Year One	Program Year Two	Program Year Three	Total
Bradley A3	109	142	138	389
Bradley A2 ODS	13	0	0	13
Kit - 57K1587	0	9	0	9
Kit - 57K1588	0	36	0	36
Kit - 57K1589	121	0	128	249
Kit - SK57K1593	0	44	28	72
Kit - SK57K1594	58	58	64	180
MLRS Carriers	29	0	0	29

H.44.5 An equitable adjustment to the contract may be initiated if, after considering the callup and option dates during this contract, the total procurement commitment for any vehicle/kit falls below the minimum quantities identified in H.44.4.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 51 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

H.44.6 The rights and remedies of the Contractor provided in H.44 through H.47 are in addition to, and do not limit, any rights afforded the Contractor by any other clause of this contract including, but not limited to, "Cancellation Under Multiyear Contracts and Termination for Convenience of the Government (Fixed Price)".

H.45 CONTRACT ADJUSTMENT - DUE TO MATERIAL/LABOR ADJUSTMENTS

H.45.1 The parties recognize that the per unit prices for Vehicles and Applique Kits under this Contract were negotiated with the understanding that the total quantity of each vehicle and kit specified in H.44.4 would be acquired under this Contract. Therefore, the Contract may require an equitable adjustment(s) to the kit unit prices, to include any impact to the Bradley A2 ODS, A3 vehicle prices, and MLRS Vehicles, if the Government fails to exercise any one of the following actions:

- (a) Exercise Program Year Two kit options in their entirety by 30 March 2002, or
- (b) Exercise Program Year Three kit options in their entirety by 31 March 2003, or
- (c) Exercise Callup for Program Year Two A3 Vehicle requirements by 30 March 2002, or
- (d) Exercise Callup for Year Three A3 Vehicle requirements by 31 March 2003
- (e) Exercise MLRS A0 or A1 Unique Material options in their entirety by 30 November 2001

H.45.2 Should the Government fail to exercise and/or call up any of the above actions, then the Contractor may request an equitable adjustment(s) to this contract. If the Contractor makes such a request, it shall be in the form of a proposal(s) for equitable adjustment. The request(s) must be made not later than three (3) months from the date specified above for events (a) through (e). Following negotiations, the contract shall be adjusted as stated in either H.45.2.1 or H.45.2.2 below, or a combination of the two. The determination of the method of adjustment shall be solely at the option of the Government.

H.45.2.1 An equitable adjustment to the total contract amount shall be made to compensate the Contractor and the Contractor's suppliers, subcontractors or vendors. The amount shall not exceed the following:

- (a) \$2,221,220.00, if the Program Year Two kit options are not exercised options in their entirety.
- (b) \$2,310,660.00, if the Program Year Three kit options are not exercised options in their entirety.
- (c) \$1,236,985.00, if the call up of Program Year Two vehicle requirements does not occur.
- (d) \$ 649,555.00, if the call up of Program Year Three vehicle requirements does not occur.
- (e) \$ 591,115.00, if the MLRS A0 or A1 unique Material Options are not exercised in their entirety.

H.45.2.2 A reduction in the quantity of kits delivered, with no reduction in contract amount. The reduction in the number of kits shall be no more than:

- (a) 26 each (57K1589) kits, if the Program Year Two kit options are not exercised in their entirety.
- (b) 45 each (SK57K1594) kits, if the Program Year Three kit options are not exercised in their entirety.
- (c) 15 each (57K1589) kits, if the call up of Program Year Two Vehicle requirements does not occur.
- (d) 13 each (SK57K1594) kits, if the call up if Program Year Three Vehicle requirements does not occur.

H.45.2.3 These amounts are stand-alone values. Therefore, as an example, if program year two vehicles are called up and program year two kits are optioned, but program year three vehicles are not called up and program year three kit options are not exercised, the total amount subject to adjustment would be (b+d). In this instance the adjustment would not exceed:

- (b) \$2,310,660 or 45 Kits
- (d) \$ 649,555 or 13 Kits
\$3,060,215 or 58 Kits

H.46 CONTRACT ADJUSTMENT - M2A3/M3A3 VEHICLES - DUE TO CIV ADJUSTMENTS - FOLLOW ON CONTRACT

H.46.1 The parties to this contract recognize that unit prices for the 389 A3 vehicles are based on the bundling of material/LRU procurements with a planned follow-on multi-year contract, with the understanding that the follow on vehicle production/spares award(s) will occur not later than March 31, 2004. The Contractor's bundling agreements are based on utilizing the minimum quantities listed below for the follow on award. The parties agree that the quantities listed below can be acquired in a single contract or over multiple contracts (i.e. spares acquisitions), provided that the dates and types of contracts set forth below are met.

Subcontractor Minimum Quantity for follow on multiyear contract(s)

		<u>FY04</u>	<u>FY05</u>	<u>FY06</u>	<u>FY07</u>	<u>TOTAL</u>	
a) Raytheon	CIV	111	122	100	100	482	*

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073</p>	<p align="center">Page 52 of 63</p>
---	---	--

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

* The parties agree that the total minimum quantity required over the four year period (Fiscal Year 2004 to 2007) is 482 each. The individual yearly quantities represent the minimum quantity that must be procured in a given year.

H.46.2 For purposes of determining whether minimum quantities have been achieved, a "spare" shall be assigned a "quantity" value that is equivalent to the proportion that the price of the spare represents of the production (LRU/subsystem) that it is an element of.

H.46.3 Should the Government fail to award a follow on multiyear contract (CIV) by 31 March 2004 that meets the above quantity limits, then the Contractor may be entitled to an equitable adjustment under this contract against the Program Year Three A3 vehicles, but the adjustment can arise against any/all program years. If the contractor makes such a request, it shall be in the form of a proposal(s) for equitable adjustment. The request(s) must be made not later than three (3) months from 31 March 2004. Following negotiations, the contract shall be adjusted as stated in either (a) or (b), or a combination of the two. The determination of the method of adjustment shall be solely at the option of the Government. In the event the contract form or minimum quantities for the CIV set forth above are not achieved, the associated contract adjustment shall be based on the terms of UDLF/Raytheon subcontract (increase of \$5,475 per unit at Raytheon price to UDLF for each CIV subsystem delivered under this contract).

(a) An equitable adjustment to the total contract amount to compensate the Contractor and the Contractor's suppliers, subcontractors or vendors. The amount (based on 389 units) shall not exceed \$2,600,465.

(b) A reduction in the quantity of A3 vehicles delivered, with no reduction in contract amount. The reduction in the number of vehicles shall be no greater than 2 vehicles.

H.47 Reserved

H.48 Reserved

H.49 MAKE-OR-BUY PROGRAMS IN ACCORDANCE WITH SUBPART 15.4 OF THE FAR

H.49.1 The Contractor operates in accordance with a make or buy procedure ("United Defense Production Documentation Department Operating Procedure-PD-20, Revision B") that determines which items are to be purchased from outside suppliers for use in a product. The procedure is applicable to all Government production programs/contracts, including this contract. As such, no specific make-or-buy plan will be submitted for this contract. The contractor shall perform to its established procedure, hereafter referred to as the "program". The program (procedure) has been reviewed by the Government. It is considered an acceptable process for determining make or buy items.

H.49.2 If the Contractor desires to change its make or buy program or items under the contract, it shall review the requirements of FAR 52.215-9 of this contract entitled, "Changes or Additions to Make or Buy Program" to determine if notification to the Government and/or contract adjustment is required.

H.49.3 The contractor shall submit and negotiate changes from BUY to MAKE for those items over \$500,000 in each program year. For MAKE items the Contractor shall submit and negotiate changes only if the change would result in a subcontract over \$500,000.00 in any program year. Any short-term or temporary changes to alleviate manufacturing problems and/or delivery problems or changes specifically authorized by the Government will not be submitted or negotiated as changes to the Make or Buy Program.

H.50 PRIORITY RATING

H.50.1 A priority rating of D0-A4 is assigned to this contract and it is certified for National Defense use under DMS Regulation 1. The contractor shall take all necessary actions to extend this rating to its suppliers or subcontractors where required.

H.51 NOTIFICATION OF INCONSISTENCIES

H.51.1 Should the contractor discover or suspect any inconsistencies among contract provisions, requirements, specifications, and/or documents, he shall immediately notify the Procuring Contracting Officer in writing.

H.52 SMALL AND SMALL DISADVANTAGE BUSINESS SUBCONTRACTING PLAN

H.52.1 Attachment 13 to the contract lists the small and small disadvantaged business subcontracting plan(s) that are applicable to this contract. The plan(s) are incorporated by reference. The contractor shall retain copies of their vendors and subcontractors small and small disadvantage business subcontracting plan(s). These copies of the plans, along with the contractor's plan(s), shall be made available for review by appropriate government officials.

H.53 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073</p>	<p align="center">Page 53 of 63</p>
---	---	--

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

H.53.1 The Representations, Certifications and Other Statements of Offeror (Section K), submitted in response to solicitation DAAE07-01-R-M009, in the possession of both parties, is incorporated into the contract by reference.

H.54 ALTERATIONS IN CONTRACT PROVISIONS

H.54.1 Contract Section I, General Provision I.65, FAR 52.243-1, "Changes-Fixed Price (August 1987)",paragraph c, is revised by replacing "30 days" with "90 days".

H.54.2 Contract Section I, General Provision I.67, FAR 52.243-7, "Notification of Changes (April 1984)", the fill-in portion of paragraph b is 90 days and the fill in portion of paragraph d is 30 days.

H.55 TITLE TO SPECIAL TOOLING -- DEVIATION

H.55.1 In accordance with the September 16, 1999 Class Deviation -- Special Tooling, DAR tracking number 99-00012 issued by the Director, Defense Procurement, the portion of the Government Property clause for fixed price contracts FAR 52.245-2 that states that special tooling is subject to title provisions in the special tooling clause is waived. The waiver is necessary because the 1984 edition of the Special Tooling clause (see Paragraph H.58), as contained in this contract, does not contain title provisions.

H.56 FAR PART 45 -- DEVIATION

H.56.1 In accordance with the July 13, 1999 Class Deviation from Federal Acquisition Regulation Part 45, DAR tracking number 99-00008, issued by the Director, Defense Procurement, the property record keeping and periodic physical inventory requirements for low-value property (special tooling, special test equipment, and plant equipment with an acquisition value of less than \$5,000 or less)is reduced per the deviation. Further in accordance with the deviation the contractor may defer reporting the loss, damage or destruction of low-value property until contract termination or completion.

H.57 LIMITED RIGHTS OF SUB-CONTRACTORS

H.57.1 The following A3 items are provided with limited rights.

PART NUMBER	DESCRIPTION	CONTRACTOR
3227307-2	Slip Rings	Raytheon
3225889-1	Twist Caps	Raytheon
3225887-1	Elevation Motor	Raytheon
3225899-1	Azimuth Motor	Raytheon
1797511-1	FOV Motor	Raytheon

H.58 SPECIAL TOOLING - FAR 52.245-17 -- (APRIL 1984) -- DEVIATION

a) Definition: "Special tooling" means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items, that are of such specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or performing particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items. Special tooling, for the purpose of this clause, does not include any item acquired by the Contractor before the effective date of this contract, or replacement of such items, whether or not altered or adapted for use in performing this contract, or items specifically excluded by the Schedule of this contract.

b) Use of special tooling: The contractor agrees to use the special tooling only in performing this contract or as otherwise approved by the Contracting Officer.

c) Initial list of special tooling: If the Contracting Officer so requests, the contractor shall furnish the Government an initial list of all special tooling acquired or manufactured by the Contractor for performing this contract (but see paragraph (d) for tooling that has become obsolete). The list shall specify the nomenclature, tool number, related product part number (or service performed), and unit or group cost of the special tooling. The list shall be furnished within 60 days after delivery of the first production end item under this contract unless a later date is prescribed.

d) Changes in design: Changes in the design or specifications of the end items being produced under this contract may affect the interchangeability of end item parts. To such an event, unless otherwise agreed to by the Contracting Officer, the contractor shall notify the Contracting Officer of any part not interchangeable with a new or superseding part. Pending disposition instructions, such usable tooling shall be retained and maintained by the contractor.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 54 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

e) Contractor's offer to retain special tooling: The Contractor may indicate a desire to retain certain items of special tooling at the time it furnishes a list or notification pursuant to paragraph (c), (d), or (h) of this clause. The contractor shall furnish a written offer designating those items that it wishes to retain by specifically listing the items or by listing the particular products, parts, or services for which the times were used or designed. Their offer shall be made on one of the following bases:

1) An amount shall be offered for retention of the items free of any Government interest. This amount shall ordinarily not be less than the current fair value of the items, considering among other things, the value of the items to the contractor for use in future work.

2) Retention may be requested for a limited period of time and under terms as may be agreed to by the Government and the contractor. This temporary retention is subject to final disposition pursuant to paragraph (i) of this clause.

f) Property control records: The contractor shall maintain adequate property control records of all special tooling in accordance with its normal industrial practice. The records shall be made available for Government inspection at all reasonable times. To the extent practicable, the contractor shall identify all special tooling subject to this clause with an appropriate stamp, tag, or other mark.

g) Maintenance: The contractor shall take all reasonable steps necessary to maintain the identity and existing condition of usable items of special tooling from the date such items are no longer needed by the contractor until final disposition under paragraph (i) of this clause. These maintenance requirements do not apply to those items designated by the Contracting Officer for disposal as scrap or identified as of no further interest to the Government under paragraph (i)(4) of this clause. The contractor is not required to keep unneeded items of special tooling in place.

h) Final list of special tooling: When all or a substantial part of the work under this contract is completed or terminated, the contractor shall furnish the Contracting Officer a final list of special tooling with the same information as required for the initial list under paragraph (c) of this clause. The final list shall include all items not previously reported under paragraph (c). The contracting officer may provide a written waiver of this requirement or grant an extension. The requirement may be extended until the completion of this contract authorizing the use of the special tooling under paragraph (b) of this clause. Special tooling that has become obsolete as a result of changes in design or specification need not be reported except as provided for in paragraph (d).

i) Disposition instructions: The contracting officer shall provide the contractor with disposition instructions for special tooling identified in a list or notice submitted under paragraphs (c), (d), or (h) of this clause. The instructions shall be provided within 90 days of receipt of the list or notice, unless the period is extended by mutual agreement. The contracting officer may direct disposition by any of the methods listed in subparagraph (1) through (4) of this paragraph, or a combination of such methods. Any failure of the Contracting Officer to provide specific instruction within the 90 day period shall be construed as direction under subparagraph (i)(3).

1) The Contracting Officer shall give the contractor a list specifying the products, parts, or services for which the Government may require special tooling and request the contractor to transfer title (to the extent not previously transferred under any other clause of this contract) and deliver to the Government all usable items of special tooling that were designed for or used in the production or performance of such products, parts or services and that were on hand when such production or performance ceased.

2) The Contracting Officer may accept or reject any offer made by the Contractor under paragraph (e) of this clause to retain items of special tooling or may request further negotiation of the offer. The contractor agrees to enter into negotiations in good faith. The net proceeds from the contracting officer's acceptance of the contractor's retention offer shall either be deducted from amounts due the contractor under this contract or shall be otherwise paid to the government as directed by the contracting officer.

3) The contracting officer may direct the contractor to sell, or dispose of as scrap, for the account of the Government, any special tooling reported by the contractor under this clause. The net proceeds of all sales shall either be deducted from amounts due the contractor under this contract or shall be paid to the Government as directed by the Contracting Officer. To the extent that the Contractor incurs any costs occasioned by compliance with such directions, for which it is not otherwise compensated, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

4) The Contracting Officer may furnish the contractor with a statement disclaiming further Government interest or rights in any of the special tooling listed.

j) Storage or shipment: The contractor shall promptly transfer to the Government title to the special tooling specified by the Contracting Officer and arrange for either the shipment or the storage of such tooling in accordance with the final disposition instruction in subparagraph (i) (1) of this clause. Tooling to be shipped shall be properly packaged, packed, and marked in accordance with the directions of the Contracting Officer. Tooling to be stored shall be stored pursuant to a storage agreement between the Government and the Contractor, and as direct by the Contracting Officer. Tooling shipped or stored shall be accompanied by operation sheets or other appropriate documentation necessary to show the manufacturing operations or processes for which the items were used or designed. To the extent that the contractor incurs costs for authorized storage or shipment under this paragraph and not otherwise compensated for, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 55 of 63
---------------------------	---	----------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

k) Subcontract provisions: In order to perform this contract, the contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of tooling is charged to those subcontracts, the contractor agrees to include in the subcontracts appropriate provisions to obtain Government rights comparable to the rights of the Government under this clause (unless the contractor and the Contracting Officer agree that such rights are not of substantial interest to the Government). The contractor agrees to exercise such rights for the benefit of the Government as directed by the Contracting Officer.

H.59 RANGE PRICING FOR DELAYED OR ACCELERATED FIELDING

H.59.1 The Government shall have the unilateral right to either accelerate or delay individual vehicle fielding schedules as set forth below. If the Government exercises the options below, they are subject to the following conditions:

- a) MLRS carriers are not subject to changes in fielding schedule.
- b) Kits are not subject to changes in fielding schedule.
- c) No Program Year one Vehicles may be accelerated.
- d) Program Year two acceleration is limited to no more than 50 percent of Program Year two vehicles.
- e) Program Year three acceleration is limited to no more than 50 percent of Program Year three vehicles.
- f) BFV vehicles acquired by option are subject to the adjustment.
- g) BFV vehicles acquired as new requirements are subject to the adjustment.

H.59.2 DELAYED FIELDING - ONE MONTH - NO COST. The Government reserves the unilateral right to delay individual vehicle fielding schedules by one (1) month. However, the Government may not change the schedule fielding quantities or vehicle configurations. If the Government desires to exercise this option, the Government will provide written notice (a contract modification) to the Contractor within one (1) month of schedules fielding. Further, if the Government exercises this right, it shall be at no additional cost to the Government. This adjustment can be applied only once per vehicle.

H.59.3 DELAYED FIELDING - TWO to SIX MONTHS -COST. The Government reserves the unilateral right to delay individual vehicle fielding schedules by two to six monthes. However, the Government may not change the schedule fielding quantities or vehicle configurations. If the Government desires to exercise this option, the Government will provide written notice (a contract modification) to the Contractor within one (1) month of scheduled fielding. If the Government exercises this right, it shall be at the fixed per vehicle - per month price (\$1,000) set forth in Section B of this Contract. Further, the Contractor shall receive payment at time of originally scheduled fielding of the per unit price of the vehicles set forth in Section B less (insert an estimated deprocessing cost). This adjustment can be applied only once per vehicle.

H.59.4 ACCELERATED FIELDING - ONE MONTH - NO COST. The Government reserves the unilateral right to accelerate individual vehicle fielding schedules by one (1) month. The Government has the right to change the configuration mix, however there shall be no change in scheduled fielding quantities. If the Government desires to exercise this option, the Government will provide written notice (a contract modification) to the Contractor within fourteen (14) months of scheduled fielding. Further, if the Government exercises this right, it shall be at no additional cost to the Government. This adjustment can be applied only once per vehicle.

H.59.5 ACCELERATED FIELDING -ONE MONTH - NO COST. The Government shall have the unilateral right to accelerate the fielding schedule by one (1) month, providing the Government gives written notification to the contractor within 10 months of the scheduled fielding. The Government shall not change the configuration mix, nor change the scheduled fielding quantities. If the Government exercises this right, it shall be at no additional cost to the Government.

H.59.6 ACCELERATED FIELDING - TWO to THREE MONTHS - COST. The Government reserves the unilateral right to accelerate individual vehicle fielding schedules by up to two (2), but no more than three (3) months. The Government has the right to change the configuration mix; however, there shall be no change in scheduled fielding quantities. If the Government desires to exercise this option, the Government will provide written notification (a contract modification) within the time frames below. This adjustment may be applied only once per vehicle.

Notification Period Leadtime	Price (same for 2 to 3 months)
12 Months	\$171,000.00
13 Months	\$142,500.00
14 Months	\$114,000.00
15 Months	\$ 85,500.00
16 Months	\$ 47,500.00
17 Months	\$ 23,750.00
18 Months	\$ 14,250.00
19 Months or more months	\$ 0.00

H.59.7 As stated in H.59.1 above, there is no acceleration of program year one vehicles. Program year two and program year three vehicle acceleration is limited to no more than 50% of each program year. The quantities and vehicles accelerated to date are as

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 56 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

follows:

Program Year Two Quantity Subject to Acceleration:	71	Accelerated to Date:	0
Program Year Three Quantity Subject to Acceleration:	69	Accelerated to Date:	0

H.60 OPTION - VEHICLE PAINT COLOR

H.60.1 The Government shall have the unilateral right to alter the vehicle paint color from tan to 383 Green in the case of Bradley vehicles, provided the Government gives written notification at the time of vehicle call up/option. If the option is exercised, it shall be at the price set forth in Section B, (B.9.3.2).

H.60.2 The Government shall have the unilateral right to alter the vehicle paint color from tan to Woodland Camouflage, PN 12367430, for the Bradley vehicles (ODS vehicles only), provided the Government gives written notification at the time of vehicle call up/option. If the option is exercised, it shall be at the price set forth in Section B, (B.9.3.2).

H.61 OPTION - APPLIQUE KITS

H.61.1 The Government reserves the unilateral right to increase the quantities of Applique kits delivered under this contract by up to an additional 147 each. The Government may exercise all 147 kits, or any portion of this option at the per unit price set forth in Section B (B.9.2) by giving written notice to the Contractor. The Governments unilateral right to exercise this option shall expire April 1, 2002. This option shall be considered the Program Year two kit options for purposes of any adjustment in accordance with Paragraph H.45 of the contract, entitled "Contract Adjustment - Applique Kits - Due to Material/Labor Adjustments" or Paragraph H.71 of the Contract, entitled "Contract Adjustment/Option - Multiyear Contract". The quantities for the option are:

44 - M7 Kit	PN SK57K1593
58 - ODS-E Kit	PN SK57K1594
36 - Linebacker Kit	PN 57K1588
9 - MUA Kit	PN 57K1587
total 147	

H.61.2 The Government reserves the unilateral right to increase the quantities of Applique kits delivered under this contract by up to an additional 220 each. The Government may exercise all 220 kits, or any portion of this option at the per unit price set forth in Section B (B.9.2) by giving written notice to the Contractor. The Government's unilateral right to exercise this option shall expire April 1, 2003. This option shall be considered the Program Year three kit options for purposes of any adjustment in accordance with Paragraph H.45 of the Contract, entitled "Contract Adjustment - Applique Kits - Due to Material/Labor Adjustments" or Paragraph H.71 of the Contract, entitled "Contract Adjustment/Option - Multiyear Contract". The quantities for the options are:

128 - M2 ODS Kit	PN 57K1589
28 - M7 Kit	PN SK57K1593
64 - ODS-E Kit	PN SK57K1594
total 220	

H.62 OPTION - M2A2 ODS VEHICLES

H.62.1 The Government reserves the unilateral right to increase the quantities of M2A2 ODS vehicles delivered under this contract by up to an additional thirty-five (35) vehicles. If the Government determines it desires to exercise this option, the Government will provide written notification (a contract modification) to the Contractor. The Government must exercise all thirty-five vehicles in one action, at the per unit price and test refurbishment costs set forth in Section B (B.9.4) by giving written notice to the Contractor. The Government's unilateral right to exercise this option shall expire 90 days after basic contract award. If this option is exercised the parties acknowledge that it includes costs for an ODS Follow-on Production Test, CLIN 1019, as follows:

COST:	\$69,216.00
FIXED FEE:	5,884.00
COST PLUS FIXED FEE:	75,100.00

H.63 OPTION - UNIQUE MLRS A0 CARRIER MATERIAL

H.63.1 The Government under CLIN 1022 is acquiring ten (10) each MLRS carriers. At the time of contract award a determination had not yet been made if the carriers should be configured as A0 carriers or A1 carriers. Therefore, the parties to the contract agreed that the CLIN 1022 vehicles include all costs for the build of either an MLRS A0 carrier or an MLRS A1 carrier less unique material. The Government reserves the unilateral right to require the Contractor to acquire up to ten (10) additional sets of MLRS A0 unique material. The Government may exercise its right for all ten (10) unique A0 material requirements at the per unit price set forth in Section B, (B.9.4). If the Government exercises its right, the Contractor shall use the material to completely build out carriers under CLIN 1022

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 57 of 63
---------------------------	---	----------------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

and the delivery schedule shall remain as stated in Section F of the Contract. The Government shall notify the Contractor that it is exercising its right to acquire additional material by giving written notification (a contract modification) to the Contractor. The Governments right to exercise this option shall commence as of date of contract award. The right shall expire 30 November 2001.

H.64 OPTION - UNIQUE MLRS A1 CARRIER MATERIAL/ESIP

H.64.1 The Government under CLIN 1022 is acquiring ten (10) each MLRS carriers. At the time of contract award a determination had not yet been made if the carriers should be configured as A0 carriers or A1 carriers. Therefore, the parties to the contract agreed that the CLIN 1022 vehicles include all costs for the build of either an MLRS A0 carrier or an MLRS A1 carrier less unique material and A1 ESIP. The Government reserves the unilateral right to require the Contractor to acquire up to ten (10) additional sets of MLRS A1 unique material. The Government may exercise its right for all ten (10) unique A1 material and ESIP requirements at the per unit price set forth in Section B, (B.9.4). If the Government exercises its right, the Contractor shall use the material to completely build out carriers under CLIN 1022 and the delivery schedule shall remain as stated in Section F of the Contract. The Government shall notify the Contractor that it is exercising its right to acquire additional material by giving written notification (a contract modification) to the Contractor. The Governments right to exercise this option shall commence as of date of contract award. The right shall expire 30 November 2001.

H.65 BRADLEY A3 PROGRAM CLOSURE

H.65.1 This contract was based on the assumption that there will be a follow-on award(s) for BFV A3 vehicles. The agreed upon price did not include any amount for the impact that could result from closure of the BFV A3 program. For purposes of this clause, BFV closure means an anticipated break in BFV production/remanufacture due to a lack of a follow-on A3 contract. For purposes of this clause a follow-on A3 contract means the call up of program year two vehicles under this contract, the call up of program year three vehicles under this contract, a US Government contract or a FMS contract or a Direct Foreign Sales contract.

H.65.2 A follow-on BFV A3 award for FY02 is contemplated for March 31, 2002 in order to avoid a production break of BFV A3 vehicles. A follow-on BFV A3 award for FY03 is contemplated for March 31, 2003 in order to avoid a production break of BFV A3 vehicles. A follow-on BFV A3 award for FY04 is contemplated for March 31, 2004 in order to avoid a production break of BFV A3 vehicles. If there is no award of a follow-on contract by March 31 of the above years, the Contractor shall notify the Government within thirty (30) days of their intent to submit a proposal for equitable adjustment. The proposal shall be submitted within sixty (60) days of the notification.

H.65.3 Costs that may be considered as allowable under this clause are:

- severance and outplacement benefits
- direct labor inefficiencies due to work around, and build-out
- inefficiencies due to associated build-out efforts, dispositioning of tooling, machines and fixtures

H.65.4 The maximum liability to the Government as a result of this clause is:

- a) \$15,738,600.00 or 11 Bradley A3 vehicles, if the A3 program is closed prior to second program year call up.
- b) \$16,138,000.00 or 11 Bradley A3 vehicles, if the A3 program is closed after second year call up, but prior to third program year call up.
- c) \$16,595,000.00 or 12 Bradley A3 vehicles, if the A3 program is closed following program year three call up.

H.65.5 The Government, following negotiations and agreement on an equitable adjustment, if any, has the unilateral option to:

- 1) increase the amount of this contract by negotiated agreement; or
- 2) an equitable adjustment separate from this contract; or
- 3) reduce this contract by up to twelve (12) BFV A3 vehicles; or
- 4) a combination of the above.

H.65.6 This clause is in addition to the clause of the contract entitled "CANCELLATION UNDER MULTIYEAR CONTRACTS".

H.66 Reserved

H.67 PRICE REDETERMINATION - PROGRAM YEAR TWO AND PROGRAM YEAR THREE

H.67.1 The parties to this contract acknowledge that there may be changes in the current business base of the Contractor that could significantly impact indirect rates beyond program year one. Accordingly, the purpose of this clause H.67 is to provide a mechanism by which the contract per unit prices of program year two and three vehicles may be adjusted, upward or downward, in consequence of changes in the contractor's Business base during such period.

H.67.2 If an adjustment is required pursuant to this clause, the Contractor shall, within 60 calendar days after 30 November 2002, submit a proposal for equitable adjustment or rationale for no adjustment. The parties to this contract have signed a Memorandum of

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073</p>	<p style="text-align: center;">Page 58 of 63</p>
--	---	---

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

Agreement as of contract award. This agreement shall list (1) by item the agreed upon direct costs that would represent this contracts direct costs base for which indirect rates will be adjusted by program year, and (2) the agreed upon contractor's business base by burden center by year. The proposal shall take the agreed upon direct costs (base) and (apply rates produced by incorporating the new agreed upon business base dollars into the March 6, 2001 generation F2 pricing rate model). The current contract vehicle unit prices shall be adjusted by the difference between the original vehicle unit price and the revised unit price resulting from these negotiations. Any price adjustment made to the vehicle as the result of scope changes, i.e. Block Mod 1 and Block Mod 2, are not subject to adjustment. Failure to reach an equitable adjustment on the above shall be considered a dispute within the meaning of the Disputes clause of this contract.

H.67.3 As an example, assume for illustration purposes:

- a) Original price of Program Year 2 item is \$2,100,000.00
- b) Original price of Program Year 3 item is \$2,000,000.00
- c) Adjusted price of Program Year 2 item is \$2,200,000.00
- d) Adjusted price of Program Year 3 item is \$1,950,000.00
- e) Current price of Program Year 2 item is \$2,200,000.00
- f) Current price of Program Year 3 item is \$2,150,000.00

then,

g)	Program Yr 2	Program Yr 3
Original Price	\$2,100,000.00	\$2,000,000.00
Adjusted Price	<u>2,200,000.00</u>	<u>1,950,000.00</u>
Adjustment	(\$ 100,000.00)	\$ 50,000.00

h) In this example, all Program Year 2 items would be subject to a \$100,000 per unit increase, while Program Year 3 items would receive a \$50,000 per unit decrease.

	Program Yr 2	Program Yr 3
Current Price	\$2,200,000.00	\$2,150,000.00
Adjustment	<u>100,000.00</u>	<u>- 50,000.00</u>
New Price	\$2,300,000.00	\$2,100,000.00

H.67.4 The Government, following negotiations and agreement on an equitable adjustment, if any, has the unilateral option to:

- 1) increase/decrease the amount of this contract by negotiated agreement; or
- 2) an equitable adjustment separate from this contract; or
- 3) reduce this contract by up to nine (9) BFV A3 vehicles for program year two adjustment and up to nine (9) BFV A3 vehicles for program year three adjustment; or
- 4) a combination of the above.

H.67.5 If program year two or program year three are not called up, or if the contract is terminated prior to program year three call up, this clause shall no longer be applicable. In the event of a sale of the contractor or novation of the contract, the parties shall mutually determine the impact of such a sale or contract novation on the terms of this clause in order to retain the original intent of the clause. Any impact of restructuring costs would be handled outside of this clause.

H.67.6 The maximum upward or downward adjustment shall be \$13,500,000 for program year two. The maximum upward or downward adjustment shall be \$13,500,000 for program year three. No adjustments shall be made to program year one vehicles.

H.67.7 For purposes of this clause, program year two and three vehicles refer to A3 vehicles. Any A3 vehicles added to the contract beyond the quantity as of the date of contract award shall not be subject to this adjustment. This clause shall be a one-time adjustment.

H.68 URGENT SPARE REQUIREMENTS

H.68.1 The Government may on occasion have the need to acquire production parts to meet urgent test or fielding shortages. The parties to the contract agree that the Government may acquire any part listed on the Bill of Material (BOM) (BOM as of date of settlement) for the vehicles under this contract, at a predetermined price as set forth in paragraph H.68.2. If urgent parts are required, the Government shall notify the Contractor of it's need and the Contractor shall determine the availability of the required parts. Based on the immediate availability of the parts, a bilateral modification to the contract will be executed. If acquisition of the part(s) will result in potential delays/disruptions/increased costs to the production line, the Contractor shall notify the PCO and PM BFV office of

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 59 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

the estimated costs and time impact of the delay prior to executing the modification.

H.68.2 For any parts acquired in connection with this clause, the price shall be determined by applying the following factor to the BOM price for the part based on the period in which the acquisition occurs. The factor contains profit. The BOM price shall be based on the price for the Program Year for which the acquired part was originally purchased:

1.398 x BOM price

H.68.3 The agreement is subject to the following:

- a) Part acquisitions are limited to no more than 2 per month, and no more than 10 per year. Attachment 15 to the contract, entitled "Spare Acquisitions", will be used to track spares acquisitions pursuant to this clause, by calendar year.
- b) The BOM as of date of award shall be the BOM for price determination.
- c) Packaging shall be best commercial, individual packaging.
- d) The FOB point is origin.
- e) The agreement expires 3 months after program year 3 call up.
- f) The parts shall be presented for shipment within 24 hours of the date of the contract modification ordering the parts.

H.69 RESERVED

H.70 RESERVED

H.71 CONTRACT ADJUSTMENT/OPTION - MULTIYEAR CONTRACT

The contract was converted to a multiyear contract as provided for by this contract special provision H.71, by contract modification P00001.

H.71.1 This contract DAAE07-01-C-M016 is awarded as a one-year production contract for the vehicles and kits listed below. However, the parties to this contract negotiated a mutual agreement on price with the full understanding that a contract with multiyear vehicles/requirements for Bradley A3 vehicles and single year vehicles/requirements with options for other vehicles and kits listed below, would be awarded. It is still the intent of the parties to enter into a multiyear arrangement. However, the Government has not yet made a determination if it desires to enter into a multiyear arrangement for the Bradley A3 program. Therefore, the parties have agreed to award the contract as a single year effort, utilizing the multiyear pricing settlement with the full and complete understanding that if the contract is not modified/converted to a multiyear arrangement by September 4, 2001, then the Contractor may request an equitable adjustment to the contract.

H.71.2 The contract is structured as a multiyear contract. Since the award was made as a single year, all clauses/regulations/provisions that apply only to a multiyear contract effort are annotated as "Not Applicable" throughout the contract.

H.71.3 If the Government receives the authority to proceed with a Bradley Multiyear award prior to September 4, 2001, the Government shall have the unilateral right to convert this contract to a Multiyear effort at the initially negotiated amount for the vehicles/kits listed below. If the Government determines that it desires to exercise this option, the Government will provide a written notification (contract modification) to the Contractor. The Government's unilateral right to exercise this option shall expire 4 September 2001. The option (contract modification) will consist of removing the "not applicable" statement to annotated clauses/provisions/requirements and funding of the Economic Ordering Quantity (EOQ) requirements for program year two (\$5,656,000) and program year three (\$5,497,000). Upon issuance those multiyear specific provisions shall be in full force and effect.

H.71.4 Should the Government fail to convert/modify the contract from a single production year contract to a multiyear production contract by September 4, 2001, the contractor shall have the right to seek an equitable adjustment in the price of the contract. If the contractor makes such a request it shall be in the form of a proposal(s) for equitable adjustment. The request must be made not later than December 2, 2001. The parties agree to attempt to reach a mutual settlement within 120 days of the request for equitable adjustment. Following negotiations/mutual agreement the contract shall be adjusted as stated below. It is understood by the parties that all basic vehicle/kit quantities and option vehicle/kit quantities are subject to the adjustment. However, if a vehicle reduction is agreed upon, the vehicle reduction shall be applied against A3 vehicles.

Adjustment shall be as follows:

- 1) an increase in the contract amount by not more than \$61,985,419.00; or
- 2) a reduction in Bradeley A3 vehicle by not more than 41 vehicles; or
- 3) a combination of the above.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 60 of 63
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00073	

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

H.71.5 Contract vehicle/kit quantity at award (Single Year)

109 each Bradley A3
13 each Bradley M2A2 ODS
19 each MLRS A0
10 each MLRS minus
121 each kit 57K1589
58 each kit SK57K1594

Contract vehicle/kit quantity negotiated for contract settlement:

	Program Year 1	Program Year 2	Program Year 3
Bradley A3	109	142	138
Bradley ODS	13	0	0
Bradley ODS	35 *	0	0
MLRS	19	0	0
MLRS minus	10	0	0
MLRS A1 Material	10 *	0	0
MLRS A0 Material	10 *	0	0
Kit 57K1587	0	9	0
Kit 57K1588	0	36 *	0
Kit 57K1589	121	0 *	128 *
Kit SK57K1593	0	44 *	28 *
Kit SK57K1594	58	58 *	64 *

* Option Requirement

H.72 OPTION - BATS Image Generators

H.72.1 The Government reserves the unilateral right to increase the quantities of BATS Ensemble Image Generators delivered under this contract by up to an additional 2 each. The Government may exercise this lot at the per unit price set forth in Section B CLIN 3030 by giving written notice to the Contractor. The Governments unilateral right to exercise this option shall expire December 31, 2002

H.73 OPTION - BATS Spares Parts

H.73.1 The Government reserves the unilateral right to increase the quantities of BATS Spare Parts delivered under this contract by up to an additional 1 lot as defined in Attachment 20. The Government may exercise this lot at the per unit price set forth in Section B CLIN 3031 by giving written notice to the Contractor. The Governments unilateral right to exercise this option shall expire December 31, 2002.

H.74 RESERVED

H.75 Contract Adjustment - Due to Engines -Follow-on Contract

H.75.1 The parties to this contract recognize that unit prices for the FY02 A2 ODS vehicles are based on the bundling of material/ LRU procurements with a planned follow-on contract(s), with the understanding that the follow on requirements will result in the remanufacture of a total of 110 Bradley 600 hp engines during calendar year 2003. The Contractor's bundling agreement with Cummins Engine is based on utilizing this quantity. The parties agree that this quantity may be acquired in a single contract or over multiple contracts, provided that the total quantity to be remanufactured in calendar year 2003 meets the above quantity requirement

H.75.2 Should the Government fail to award a follow-on contract(s) that meets the above quantity limit, then the Contractor may be entitled to an equitable adjustment under this contract against FY02 A2 ODS vehicles. If the Contractor makes such a request, it shall be in the form of a proposal(s) for equitable adjustment. The request(s) must be made not later than three (3) months from 31 March 2003. Following negotiations, the method of contract shall be solely at the option of the Government.

(a) An equitable adjustment to the total contract amount to compensate the Contractor and the Contractor's supplier. The amount shall not exceed \$245,100.

(b) A reduction in the quantity of FY02 A2 ODS vehicles delivered, with no reduction in contract amount. The reduction in the number of vehicles shall be no greater than 1 vehicle.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 61 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

H.76 Delayed Ordering of 25 MM Gun for FY02 A2 ODS (RESERVED)

H.77 MATERIAL ADJUSTMENTS - MODIFICATION P00032

H.77.1 The prices for the 33 each additional ODS vehicles and modification kits specified in H.77.2 below are based on Not To Exceed (NTE) subcontractor pricing with General Dynamics Land Systems (GDLS).

H.77.2 The NTE subcontract prices are set forth below:

ITEMS: 12446500, TEC ECB Mod Kit, 120 each
12561092, Handstation Mod Kit, 129 each
IROAN-3-3ECB Mod Kit, 120 each
12900708, Common DECA, 151 each

SUBCONTRACTOR: General Dynamics Land Systems (GDLS)

NTE SUBCONTRACT PRICES:

12446500 Kit, 12561092 Kit , and IROAN-3-3ECB Kit \$8,099,880.00
12900708 Common DECA, Unit Price \$31,260.00 \$4,720,260.00

H.77.2.1 The Contract prices for the vehicles and modification kits referenced in H.77.2 shall be adjusted to reflect any reduction negotiated to the NTE subcontract prices. The differences between the reduction in the NTE subcontract price and the respective final negotiated subcontract prices shall be subtracted from the appropriate vehicle and kit prices in the prime contract.

H.72.2.3 The Contractor shall submit a proposal for a downward adjustment of the aforementioned interim subcontract prices within 90 days of award of Modification P00032. A bilateral modification shall be executed incorporating the impact of any price reduction into appropriate areas of the Contract. The Government shall reimburse the Contractor the costs and fee for fact finding, negotiating and defititizing the subcontractor proposals assigned with H.77.2 and the total settlement amount will be less then the ceiling amount.

H.77.3 If agreements on definitive subcontract prices are not reached between the Contractor and its subcontractor, or if the Contractor and the Government do not reach an agreement on final prices to replace the above interim subcontract prices by 31 January 2003 or such other period as may be agreed to by the Contracting Officer, the Contracting Officer has the right to determine a reasonable final price for the above described subcontract, for the purpose of determining the final adjustment due under this special provision is subject to appeal by the Contractor, pursuant to the clause of this Contract entitled "Disputes".

H.78 FY03 ODS, MODIFICATION P00073

H.78.1 The prices for the major components specified below in paragraph H.78.2 are based on Not To Exceed (NTE) subcontractor pricing with General Dynamics Land Systems (GDLS), Raytheon, and ATK.

H.78.2 The NTE subcontractor prices are set forth below for the FY03 ODS vehicles:

Item	Part Number	Quantity	Subcontractor	NTE Unit Price	Total Price
25mm Gun	12524600ENH-R	63	ATK	\$25,355	\$1,597,365
Transmission	12446500RX	30	GDLS	\$11,695	350,854
Transmission	12446500RX	20	GDLS	\$29,875	597,500
Transmission	12446500RX	13	GDLS	\$62,688	814,944
Shift Tower	12446242	20	GDLS	\$ 2,793	55,860
Shift Tower	12446242	13	GDLS	\$ 2,793	36,309
Elec Assy	12446333	20	GDLS	\$ 5,601	112,020
Elec Assy	12446333	13	GDLS	\$ 5,601	72,813
Cable	12446205	20	GDLS	\$ 772	15,440
Cable	12446205	13	GDLS	\$ 772	10,036
Gunner's Handstation	12900571-R	50	GDLS	\$ 2,475	123,750
Gunner's Handstation	12900571-R	13	GDLS	\$ 3,280	42,640
Commander's Handstation	12900572-R	50	GDLS	\$ 2,475	123,750
Commander's Handstation	12900572-R	13	GDLS	\$ 2,295	29,835

The item below reflects the NTE subcontractor prices set forth for the ASL Combat Spares:

CONTINUATION SHEET	<div>Reference No. of Document Being Continued</div> <div> <div>PIIN/SIIN</div> <div>DAAE07-01-C-M016</div> <div>MOD/AMD</div> <div>P00073</div> </div>	Page 62 of 63
--------------------	---	---------------

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

Elec Assy	12446333	8	GDLS	5,601	44,808
-----------	----------	---	------	-------	--------

H.78.2.1 The Contract prices for the vehicles and major components referenced in H.78.2 shall be adjusted to reflect any reduction negotiated to the NTE subcontract price. The difference between the reduction in the NTE subcontract price and the respective final negotiated subcontract prices shall be subcontracted from the appropriate vehicle prices in the prime contrat.

H.78.2.2 The Contractor shall submit a proposal for a downward adjustment of the aforementioned interim subcontract prices within 90 days after award of Modification P00073. A bilateral modification shall be executed incorporating the impact of any price reduction into appropriate areas of the Contract. The Government shall reimburse the Contractor the costs and fee for fact finding, negotiating and definitizing the subcontractor proposals assigned with H.78.2 and the total settlement amount will be less than the ceiling amount.

H.78.3 If agreements on definitive subcontract prices are not reached between the Contractor and its subcontractor, or if the Contractor and the Government do not reach an agreement on final prices to replace the above NTE subcontract prices by 31 January 2004 or such other period as may be agreed to by the Contracting Officer, the Contracting Officer has the right to determine a reasonable final price for the above described subcontract, for the purpose of determining the final adjustment due under this special provision is subject to appeal by the Contractor, pursuant to the clause of this contract entitled "Disputes".

*** END OF NARRATIVE H 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M016 MOD/AMD P00073	Page 63 of 63
Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit H	FY03 ODS COMBAT ASL	29-SEP-2003	001	

FY03 ODS COMBAT ASL

<u>ELIN</u>	<u>Part Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
H001	13492500-1	BELRF	16	\$ 1,309.66	\$ 20,954.55*
H002	12328964-R5	TDB	8	13,605.67	108,845.37
H003	12328513-1R5	VDB	8	5,507.10	44,056.83
H004	12462682	Generators	20	3,513.35	70,267.06
H005	12386427	Univ. Regulator	8	1,147.65	9,181.23
H006	12446333	Elec Assy	8	7,458.45	59,667.62
TOTAL:					\$312,972.67

*The \$20,954.55 cost of BELRF is a material handling charge only in anticipation of BELRFs being provided to the Contractor as as GFM.
 If the BELRF is not provided as GFM, this cost will be removed.